



requests@righttoknow.ie

06 September, 2019

Decision Letter for FOI-2019-13707

Dear R2K,

I refer to your request made under the Freedom of Information Act, 2014 for access to the following records held by this Department, received on 02 August, 2019.

'Records describing the new features or changes introduced to PSC and SAFE II by the "PSC Version 2" project. This includes but is not limited to a project specification document or slide deck or budget approval etc. '

I have made the decision to grant this request as per schedule of records attached. PSC version 2 is predominantly a system upgrade and therefore there is no document that exists, that list the differences from the old to the new. There is no change to the SAFE process. There is however a change to the PSC due to the fact that, cards with the visible chip are no longer available and therefore from 16 August 18 and 16 May 19 the PSC no longer has a visible chip. To allow for the change in the visible chip the card features have been updated (the circulars on the changes to the physical features of the card are attached).

In the event you are not happy with my decision you can request a review, which would be carried out by a more senior member of staff in this Department. You can request a review by writing to:

FOI Reviewing Officer
c/o FOI Unit
Department of Employment Affairs and Social Protection
Shannon Lodge
Carrick-on-Shannon,
Co. Leitrim
N41 KD81.

Or email: FOIReview@welfare.ie

A request for a review should be submitted within 20 working days (4 weeks) of the date of this notification. However, a request for a review made outside of this timeframe may be permitted in appropriate circumstances.

Please note details of valid **Non-Personal** FOI requests will be published on this Department's Disclosure Log on www.welfare.ie. Details of Personal FOI requests will not be published on the Disclosure Log.

While the Department takes measures to secure the data transferred via Email, transmission cannot be guaranteed to be secure, error-free or routed correctly once it leaves the Department. In communicating with the Department by Email, the customer accepts this risk and the Department does not accept liability which may arise as a result of Email transmission.



Your request for an Internal Review should include a fee of €30 (€10 for medical card holder). Payment should be made using one of the following options:

1. Directly by Electronic Fund Transfer (EFT) to:
Bank Name: BOI College Green, Dublin 2
Account Name: Non-Debt Recovery Account
BIC: BOFIE2D
IBAN: IE86 BOFI9000 1775 5558 28
Payment Reference No: FOI-2019-13707 (i.e. FOI reference number as above)
2. By way of Bank Draft, Money order, payable order or personal cheque made payable to: the Accountant, Department of Employment Affairs and Social Protection.

Yours sincerely,



FOI Officer,
Client Identity Services,
Department of Employment Affairs and Social Protection,
Shannon Lodge,
Carrick-on-Shannon,
Co. Leitrim,
N41 KD81.

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FOI Request No:	FOI-2019-13707			
Name:	R2K			
Sender:	Peter Scully, DEASP, Shannon Lodge, Carrick on Shannon, Co. Leitrim			
Sent to:	requests@righttoknow.ie			
Document No.	Brief description of record	No. of Pages		
1	Request for tender 18/02/2008	48		Granted
2	Request for tenders 16/02/2018	105		Granted
3	Temporary change to Public Services Card	2		Granted
4	Change to the Public Services Card	2		Granted

①

**Request for Tender for
The Production of Public Services Cards and the provision of
associated Card Bureau Services**

Tenders must be returned to:	Christopher Nolan Assistant Principal Public Services Card Project Social Welfare Services Office Shannon Lodge Carrick-on-Shannon Co Leitrim Ireland
Tenders to be returned by:	12:00 mid-day on 18/02/2008
Opening of the tenders:	15:00 on 18/02/2008 Tenderers may attend by prior arrangement only

Notice

Please note that all information relating to this tender, including tender documentation, clarifications and changes, will be published on the etenders website (www.etenders.gov.ie) only. Registration is free of charge and there is no charge for documents. The Department of Social and Family Affairs will not accept responsibility for information relayed (or not relayed) via third parties. If the RFT is in any way altered or edited, the subsequent tender may be deemed inadmissible.

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1. Introduction

- 1.1 The Department of Social and Family Affairs, hereafter referred to as either 'the Department' or as 'DSFA', invites tenders for the production of Public Services Cards and the provision of associated Card Bureau Services (Personalisation, Distribution and Customer handling).
- 1.2 Information about the Department and its services is included at **Appendix 1**.
- 1.3 The terms and conditions, which apply to this tender, are outlined in Notice to Companies Tendering. Tenderer's response must include a written statement that they accept the terms and conditions set out at **Appendix 2**.
- 1.4 The completed Declaration of Compliance with E.U. Council Directive 2004/18/EC, **Appendix 3**, must accompany the Tenderer's response.
- 1.5 It will be a condition for the award of a contract that the successful Tenderer must be able to promptly produce a valid Tax Clearance Certificate. See **Clauses A2.23 – A2.25** in **Appendix 2** for further details relating to Tax Clearance Certificates.
- 1.6 A short-list may be compiled of the highest ranked Tenderers based on the outcomes of the application of the stated award criteria. The short-listed Tenderers may be invited to make presentations of their proposals to the Department. The marks awarded under the Award Criteria will be reviewed and may be revised following the presentations.
- 1.7 Detailed references are required from up to 3 organisations where a Tenderer has carried out similar relevant assignments. These organisations will only be contacted if the proposal is short-listed as set out in this RFT.
- 1.8 Subject to the appropriate procurement rules, the Department reserves the right not to proceed with the procurement process or any part of the process or to change the basis of the process and may terminate the process (or any part thereof) at any time and in such event the Department shall not be liable, howsoever, to any potential candidate or tenderer. Nothing herein or any communication between the Department and any potential candidate in connection with this procurement shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance herewith.
- 1.9 Any queries concerning this document must be submitted by 11/02/2008, by e-mail only, to: pscrft@welfare.ie.
- 1.10 Queries and requests for clarification from Tenderers will be dealt with through the etenders website. All queries and clarifications will be e-mailed to all Tenderers who have downloaded the RFT from the etenders.gov.ie website.

If it is deemed necessary, a bidders' conference may be arranged by the Department to be held as soon as possible after 07/01/2008. The exact date, time and venue of any such conference will be communicated to those Tenderers who have registered an interest on the www.etenders.gov.ie website prior to the date mentioned above. All queries and clarifications addressed at the bidder's conference will be e-mailed to all Tenderers who have downloaded the RFT from the etenders.gov.ie website.



- 1.11 Tenderers must submit SIX (6) copies of the complete tender (together with one Microsoft Word compatible electronic copy of the complete tender on CD), in a sealed envelope, marked “**Tender for the Production of Public Services Cards and the provision of associated Card Bureau Services**’ and showing the name and address of the Tenderer on the front of the envelope and addressed to:

**Christopher Nolan
Assistant Principal
Public Services Card Project
Social Welfare Services Office
Shannon Lodge
Carrick-on-Shannon
Co Leitrim
Ireland**

One hard copy must be marked as the primary copy.

- 1.12 Tenders must be in the English language.
- 1.13 The closing date and time for the receipt of tenders is:
Date: 18/02/2008
Time: 12 noon local time

The Department strictly enforces tender deadlines and in no circumstances will a tender be accepted after the date and time stated above. Tenders received late will be returned unopened.

A representative of each bidder may attend the opening of the tenders in the Department’s offices at Shannon Lodge, Carrick-on-Shannon, Co Leitrim at 15:00 hours on Monday 18/02/2008 by prior arrangement with Christopher Nolan.

Summary of Dates

Closing date for receipt of questions	= 11/02/2008
Closing date for receipt of proposals	= 18/02/2008
Opening of tenders	= 18/02/2008



2. Background and Related Projects

2.1 SAFE (Standard Authentication Framework Environment)

- 2.1.1 It is Government policy that the delivery of appropriate services to individuals will be facilitated by the provision of Public Services Cards (PSC), to be issued initially by the DSFA in 2008. This policy is being implemented through the SAFE (Standard Authentication Framework Environment) programme of work.
- 2.1.2 The main objective of the SAFE Programme is to develop a standards-based framework for establishing and authenticating identity. The development and deployment of Public Services Cards are considered fundamental to achieving this objective. These cards will be expected to operate within a national Identity Management and Privacy Protection Policy, which is under development. Development of this policy entails research into privacy enhancing technologies and the card will be expected to support the policy options as these are developed.
- 2.1.3 The development of Ireland's eGovernment strategy envisages an expansion of services to the customer and an improvement in the manner in which these services are provided. A coherent identity management policy will help to ensure that individuals can access services across multiple channels (e.g. front desk, online, phone) in a consistent way with a minimum of duplication and effort while preserving their privacy to the maximum extent possible.
- 2.1.4 SAFE operational principles are:
- SAFE is a single branded scheme, which will also address the use of existing cards.
 - SAFE is defined to ensure that the maximum existing investment in the Registration Service, Tokens and Acceptance Infrastructure could be adopted and used during the early years of operation.
 - Minimum functional requirements will be established that address the needs of the majority of stakeholders but which do not force investment in costly technologies that only benefit the few.
 - As a general principle, potentially sensitive data will not be held on the card/token.
 - SAFE allows for innovation but it seeks uniformity of process and technology.
 - Anything relevant in the use of cards/tokens that can be done collectively is so done.
 - Private sector investment in cards/tokens and infrastructure may be supported.
 - SAFE is designed to avoid technology lock-ins and proprietary supply markets.
 - SAFE enables technology and service providers to compete in an open market for the supply of all components and services to all stakeholders, to ensure a competitive market.
 - SAFE is designed to evolve over time to consistently deliver value for money.
- 2.1.5 The outcome of the SAFE Programme is a scheme in which stakeholders collaborate to deliver mutually beneficial outcomes. Tokens are issued to the customer after



they have completed a uniform registration process that establishes their identity within SAFE. Once established, their identity can be validated using the token that is issued to them.

- 2.1.6 Tokens will support an authentication mechanism or mechanisms that can be used by the stakeholders to verify the identity of the customer in the field. The complexity and certainty of authentication will reflect the level of registration that the customer has achieved and the needs of the application.

SAFE elements

- 2.1.7 The SAFE architecture consists of a number of elements that work together to form the entire environment including the:

- Registration Service.
- Acceptance Infrastructure.

- 2.1.8 The Registration Service will allow a prospective or current customer to establish their identity. A PSC issue request will be generated using personal data supplied as part of this process. The issue request will be for one particular version of the PSC – e.g. PSC with Free Travel Application, PSC for staff usage. The PSC will be used for authentication and access to public services.

- 2.1.9 The Registration Service is focused around the Public Service Identity Data Store and DSFA Customer Support Systems. It is important to realise that the SAFE model potentially allows all Departments and Agencies to play a part in the Registration Service, subject to adherence with operating rules and policies. However, registration and applications for a PSC will initially be at one of the Departments' Local or Branch offices. The registration process is described in **Appendix 5**.

- 2.1.10 The environment within which SAFE will operate includes:

- People, especially the staff in Departments and Agencies who interface with the public.
- Rules, processes, management and audit procedures.
- Consistent branding to ensure that the customer knows they can use their card at a particular location.
- Computer and communications technology and devices.
- Physical structures including offices, etc.

All these elements must interoperate to ensure that any token issued can be used to deliver authentication and other functionality at every Point of Use (PoU) within the Acceptance Infrastructure. This does not mean that all application functions will be available at every PoU – that would demand that all tokens are equal – but, for example, it means that all PoU can establish the identity of a customer using at least the entry-level authentication method. The service that is then subsequently provided may be limited by the degree of authentication provided.



2.1.11 Within the Department, Client Identity Services (CIS) has overall responsibility for strategy, management and standards in relation to SAFE, the PPS Number, Client Identity data, and the development and implementation of key related projects for DSFA customers and the broader public service. Part of this is the development of a Public Services Card. Client Identity Services are based in Carrick-on-Shannon, Co Leitrim.

2.2 Related Projects

2.2.1 Service Delivery Modernisation (SDM).

2.2.1.1 A key element of delivering eService is for the Department to utilise the investments made in our customer centred Service Delivery Modernisation (SDM) programmes. Building on the Department's customer focused systems, the Department has adopted a high-level, object-oriented, enterprise-wide architecture in a multi-year development of its strategic systems. These investments have provided a platform for delivery of on-line and telephony services and will continue to create opportunities for a seamless integration of services with other Government Departments and Agencies.

2.2.1.2 The Department has implemented a Business Object Model (BOM). The Customer Object is central to the BOM and currently implements functionality that provides support to schemes that have already been implemented on the BOM. The next phase of business modernisation involves the further development of the Customer Object and is a major strategic phase for the Department.

2.2.1.3 The further development of the Customer Object will commence later this year and will provide support for the customer registration process and the issue and management of the PSC. Data obtained during the registration process will be used to generate an electronic request for one of a variety of PSC types, including the standard PSC and the PSC with Free Travel entitlement (see **Appendix 6**).

2.2.1.4 Functionality in the area of Card Requests will be developed to include at least the following:

1. Request issue of the PSC
 - including the generation of a message to issue to the Bureau;
2. View all cards associated with a customer;
3. View details of an individual card;
4. Request cancellation of a PSC
 - including generation of a message for despatch to the Bureau;
5. Request re-issue of a PSC
 - possibly re-using both 4 and 1 above;
6. Implement customer/card purge logic
 - as required.



3. Requirements

3.1 General

3.1.1 The Department invites tenders for the production of Public Services Cards and the provision of associated Card Bureau Services (Personalisation, Distribution and Customer handling). The Department requires a fully outsourced managed service by the successful Tenderer which:

- will handle requests for the issue of PSC's, (includes manufacture and delivery),
- will deliver post-issuance card and terminal management,
- will provide customer support to handle queries from:
 - i. Cardholders regarding lost/stolen/retained cards, and
 - ii. Service Providers.

3.1.2 The PSC will store personal identity data (supplied by the individual at registration) which will be printed on the card, stored on the chip, and on the magnetic stripe. Initially, the PSC will be introduced to replace the Department's current Free Travel Pass, and will include both visual and electronic evidence (via an 'ITS Lite' application) to free travel entitlement. It is intended to also produce a 'standard' card for those people who are not eligible for Free Travel. A further variant will support use as a DSFA staff card to trial PIN and biometric authentication to logical systems and contactless access to buildings.

3.1.3 It is planned to issue at least 3 million cards over the next four years. The term of the contract ensuing from this Request for Tender is 4 years, with a major review after one year. There will also be an option, subject to review, to extend services for a further year.

3.1.4 The Public Services card should be compliant with current international standards and be designed to conform to emerging standards and manufacturers' certification. As well as supporting all current requirements, it is expected to have capacity to cater for likely future enterprise enhancements and expansion.

3.1.5 Because of the potential importance of these services to the State, tenderers must ensure that all data and related services provision and operation, including infrastructure management, access and control, and service and subscriber management and support, will be provided on-site in Ireland and that all matters relating to their provision and operation will be subject to the jurisdiction of the Irish Courts.

3.1.6 The documents 'Functional Specification of the Public Services Card' (PSC FS) and the 'Specification of Supporting Systems' (PSC SSS), prepared by Hyperion Systems Ltd for the Department in an earlier phase of this project, provide technical specifications and additional guidance for the preparation of a response. The technical specifications should be regarded as forming part of this request for tender.

3.2 Card Production, Personalisation and Distribution

3.2.1 The successful Tenderer will be required to:

- Produce cards on request from the Department (either singly or in batch) to the specification set out in this tender



- Personalise cards with data supplied by the Department
- Produce card mailers
- Personalise card mailers
- Insert cards into mailers
- Insert card and mailers into envelopes and seal
- Dispatch the card to the destination specified (the cardholder, the issuing office or a third-party destination) through the Irish postal system.

The successful Tenderer will also be required to provide the facility to securely mail a PIN to a Cardholder.

- 3.2.2 Production will include loading the core PSC application, embedding the PSC chip, loading the 'ITS Lite' application as required, applying the magnetic stripe along with the printing of DSFA supplied data on the card.
- 3.2.3 Data for card personalisation will be delivered by the Department electronically. The successful Tenderer must be capable of securely receiving personalised data on a regular basis in electronic format.
- 3.2.4 The Department requires that the cards be delivered as quickly as possible and tenderers will be required to state their best turnaround times for the process.

3.3 Card Requirements

- 3.3.1 The PSC must have multiple protection mechanisms to prevent and detect tampering with the physical card and its contents.
- 3.3.2 **Appendix 6** to this document sets out the data that will be transmitted from the Department for inclusion on the card. The 'Data Dictionary' included in Section 4 of the Functional Specification describes the data that will be included on the PSC chip.
- 3.3.3 All data items printed on the card will be in Irish and English. Tenderers must be capable of printing the *siniú fada* on all text required on the card, the mailer and delivery envelopes.
- 3.3.4 The Department will own the originals and the copyright to the card artwork.
- 3.3.5 The Department will examine proofs/samples finished to specification before delivery and will require a supplier to make any amendments deemed necessary to accord with specification, at no extra cost.
- 3.3.6 The artwork for the PSC is being managed by the Department's contracted design company. See Appendix 9 for an sample, but note that this is purely illustrative at this stage. The following are the main aspects of design to which the team are working:
- The card is to immediately be recognisable as being for use in the public services of Ireland;
 - The design is to take special consideration of the position of the Irish language, all data items to be printed on the card to be in both English and Irish;



- The design must ensure that the combination of the photograph and the name are sufficiently prominent;
- The design is to incorporate 'over-printable' area(s) where the 'Free Travel entitlement' or similar variable data can be securely printed.

3.3.7 The PSC must comply with best practice on accessibility. For that purpose, the attention of Tenderers is drawn to the guidelines on accessibility drawn up by the National Disability Authority – a copy of which is available from their Website <http://accessit.nda.ie/it-accessibility-guidelines/smart-cards>.

3.3.8 The Department requires that the card be standard 'credit card' size.

3.4 Customer Support Services

3.4.1 The successful Tenderer must provide a Bureau Helpdesk to log, track and monitor and ensure resolution of all incidents reported by users. The Bureau Helpdesk is responsible for ensuring that all incidents are tracked and dealt with in the appropriate manner within agreed timescales.

3.4.2 The successful Tenderer must provide a mechanism for receipt and management of routine customer calls (such as reports of lost or stolen cards and routine enquiries) and notification of call details to the DSFA for card replacement.

3.4.3 The successful Tenderer must provide a mechanism to accept and convey to Client Identity Services (referred to as DSFA Executive Authority in attached Specification of Supporting Systems) 'non -routine' reports from cardholders or service providers such as persistent card faults, or reports indicating activity which might be a threat to the scheme such as attempted cloning.

3.4.4 Client Identity Services will be responsible for managing all elements of the PSC contract. A key element of this will be to monitor and review help desk operations with particular emphasis on the timely resolution of reported incidents.

3.4.5 Elements of Helpdesk Service

3.4.5.1 The successful Tenderer must undertake to provide users of the PSC with a professional service, which will consist of all the following elements:

- Calls will be logged via a single point of contact either by telephone or e-mail;
- All calls regardless of their nature will be recorded in the Helpdesk call logging system;
- A unique job reference number will be assigned to each call;
- Where possible an immediate resolution/advice will be provided at point of contact;
- If immediate solution is unavailable, then the call will be prioritised according to the nature of the problem and its impact on business operation;



- Responses to customer requests will be managed and escalated where required by the Helpdesk Support services;
- All requests will be responded to, and where necessary reported to Client Identity Services, within agreed timeframes;
- Regular status updates must be available via unique job reference number.

3.5 Contract Management

3.5.1 References: Tenderers shall provide details of experience in undertaking Smart Card production, card and terminal management and detailed references from at least 3 organisations where the Tenderer has carried out relevant similar assignments, including company details and contact names, e-mail addresses and telephone numbers.

3.5.2 Contract Management: The successful Tenderer will be required to appoint a senior manager as Contract Manager, who can demonstrate appropriate training and experience to ensure the proper execution of the contract, to manage the services and to report to his/her nominated counterpart in the Department who will be responsible for the supervision of the contract and who may direct the attention of the successful Tenderer's Contract Manager to areas where the service provided fails to meet the required standard.

The Contract Manager or supervisor will be required to accompany the Department's nominated counterpart or other nominated staff on any inspections required to verify the delivery of standards and service as specified.

3.5.3 Monitoring & QA of service provided

The quality of service provided will be subject to periodic review. The successful Tenderer will be required to provide monthly reports on progress to the Department's nominated counterpart.



4. Costs

- 4.1 The Department awards its contracts on the basis of a fixed price. The proposal must state a total fixed cost for the required services, in euro, exclusive of all taxes and exclusive of VAT. The appropriate VAT rate must be shown separately.
- 4.2 The Tenderer must include in the tender cost for the production and bureau personalisation of 3 million cards over 4 years.
 - 4.2.1 The price to be quoted shall be:
 - (i) The initial cost of the design and development of the Public Services Card;
 - (ii) The unit price per card (produced and delivered) net of VAT. This sum shall include all costs, e.g. costs of all labour (including secretarial services), materials, proofs, samples, art work, logo, transportation and other expenses, overheads, insurances, liaison with all relevant individuals and authorities and all sub-contractors' fees;
 - (iii) The annual cost per annum of the customer support services according to volume and type.
 - 4.2.2 Proposals should clearly indicate any discounts to which the Department would be entitled, including volume discounts, public sector discounts, early payment discounts, etc.
 - 4.2.3 Give details of any other costs, taxes or duties, which may be incurred.
- 4.3 All costs must be quoted in Euro.
- 4.4 Payments under the contract will be in respect of services satisfactorily provided and will be payable monthly in arrears on the basis of a satisfactory service being provided.
- 4.5 The Department reserves the right to withhold payment where a contractor has failed to meet contractual obligations in relation to the delivery of services to an acceptable level of quality.
- 4.6 The Tenderer shall include in the tender confirmation that the tender remains valid for **90 days** after the closing date for receipt of tenders. Fees quoted in this tender cannot be increased during the currency of the contract. Similarly, terms and conditions cannot be altered.



5. Responding to RFT

- 5.1 Tenderers are required to fully and comprehensively address and complete all matters required under this RFT and include all enclosures and relevant information in their responses. Tenderers are requested to carefully consider the terms and conditions set out in Notice to Companies Tendering at Appendix 2.
- 5.2 In responding to this document, Tenderers must explain how their proposed solution addresses the requirements identified in the RFT. Proposals must include sufficient information to permit the Department to evaluate the Tenderer's understanding of the requirements and their competency to deliver on these. The Response Questionnaire, at **Appendix 8** to this document, must be completed and must form part of the submitted tender. Proposals must address the general terms and conditions in the order as set out in this RFT.
- 5.3 Proposals must adhere strictly to the format and requirements stipulated in this RFT and must be completed in the English language.
- 5.4 Tenderers must note that a proposal which fails to meet or address any of the requirements laid down in the RFT will be interpreted by the Department as failing to comply with mandatory conditions of this RFT and shall be rejected and eliminated from the competition. The onus is on Tenderers to ensure that their proposals are complete in every respect.
- 5.5 Responses to this RFT will be evaluated solely on the quality of the content of the proposal. In the event that Tenderers have previously been involved in the provision of services to the Department, they should not assume that the Department is aware of their ability to carry out the work set out in this RFT. No recognition will be given to information previously submitted. The onus is on Tenderers to ensure that their proposals are complete in every respect.
- 5.6 If a Tenderer is a consortium or a number of parties that have come together to submit a proposal, the Tenderer acting as prime contractor, in addition to complying with **Clause A2.34 of Appendix 2**, shall confirm in writing that each member of the consortium or, as the case may be, each of the parties involved shall guarantee compliance by the prime contractor of its obligations under this RFT.
- 5.7 Responses must include:
 - 5.7.1 Confirmation of understanding of the requirements, scope, scale and complexity, and provide such other information as may demonstrate the Tenderer's ability to provide a quality service. Vendors will refer to their previous work in this area.
 - 5.7.2 A proposal setting out the comprehensive nature of the service, taking account of the requirements set out in this RFT and including details of means for addressing complaints and ensuring re-occurrence, all of which must be addressed.
 - 5.7.3 Statement that Tenderer's Employment Liability, Public Liability and Product Liability insurance policies cover Tenderer's staff entering and working on the Department's premises.



- 5.7.4 Statement that Tenderer has a current Health & Safety policy in relation to employees working within the confines of the Department.
- 5.7.5 Written confirmation of acceptance by the Tenderer of the terms and conditions of tender set out in Notice to Companies Tendering (**Appendix 2**) of this invitation to tender.
- 5.7.6 The completed Tenderer Response Questionnaire, which is **Appendix 8** to this document, must be completed and must form part of the proposal submitted.
- 5.7.7 Written confirmation that none of the circumstances listed in paragraphs 1 & 2 of Article 45 of the EU Council Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts apply (**Appendix 3**).
- 5.7.8 Completed Form of Bona-fide Tender (**Appendix 4**).
- 5.7.9 Name, address, e-mail address, telephone and FAX number of Tenderer and any third parties involved in the proposal.
- 5.7.10 Statement of compliance with Section 3.1.5.



6. Qualification Criteria

6.1 Tenders submitted will be subject to the following qualification criteria: -

- Completeness of tender documentation;
- Stated ability of the tenderer to meet all the requirements specified in this document.
- Tenderers to whom any of the circumstances listed in paragraphs 1 & 2 of Article 45 of the E.U. Council Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts apply will be excluded from this competition. (See **Appendix 3**).

6.2 It is intended that only those Tenderers who meet all of the above qualifying criteria will be eligible for inclusion in the award process.

6.3 As previously stated at 1.13 the closing date and time for the receipt of tenders is:

Date: 18/02/2008

Time: 12 noon local time

The Department strictly enforces tender deadlines and in no circumstances will a tender be accepted after the date and time stated above. Tenders received late will be returned unopened.



7. Award Criteria

- 7.1 The contract will be awarded on the basis of **the most economically advantageous tender** taking account of the following award criteria. The percentage of the total marks that may be awarded in respect of each criterion is also shown.
- 7.1.1 Demonstrated understanding of the nature, scope and requirements (both business and technical) of the proposed project; **20%.**
 - 7.1.2 Suitability and Quality of the Proposed Solution in meeting the business and technical requirements of the RFT; **40%.**
 - 7.1.3 Tenderers relevant experience and expertise of implementing card design, production and management systems; **20%.**
 - 7.1.4 Overall cost of the proposed project; **20%.**
- 7.2 It should be clearly understood that the initial evaluation process will be based on the responses received to the RFT. In the event that a large number of qualified responses are received, the highest ranked Tenderers may be invited to deliver presentations of their tenders to the Department. These presentations, in conjunction with the results achieved by each Tenderer under the award criteria, will determine the final award of the contract.



APPENDIX 1

ABOUT THE DEPARTMENT



1) Mission Statement: *“Our mission is to promote a caring society through ensuring access to income support and related services, enabling active participation, promoting social inclusion and supporting families”.* The Department is responsible for the administration of social insurance and social assistance schemes within the state system of social security, and the delivery of other forms of social policy support in line with its mission. The Department is divided into three main parts:

- **Aireacht**
Responsible for the formulation of appropriate social protection policies and general administration.
- **Social Welfare Services (SWS)**
Responsible for the administration, management and delivery of social security payments and services.
- **Social Welfare Appeals Office**
An independent Office responsible for determining appeals against decisions on social welfare entitlements.

2) Statutory Agencies

There are five statutory agencies under the aegis of the Department; Combat Poverty Agency, Citizens Information Board (formerly Comhairle), the Family Support Agency, the Pensions Board and the Office of the Pensions Ombudsman.

3) Location of services

The Department's services are provided through a network of headquarter, regional and local offices throughout the country.

Over 4,700 staff are employed in the Department. More than 2,000 staff are employed in Regional and Local Offices which includes 400 Investigative staff and 40 Facilitators (field staff) working off-site across eight Regions. Services are provided from over 140 locations throughout the State, including a network of 66 Branch Offices on contract to the Department and managed by Personnel Branch. The remaining staff are employed in 12 headquarter buildings, 7 of which are in Dublin with the others in Sligo, Letterkenny, Longford, Dundalk, Waterford and Carrick-on-Shannon.

It is proposed to decentralise staff in the Dublin headquarter buildings to four locations as follows: - Carrickmacross, Drogheda, Buncrana and Donegal Town. Staff will move to these locations over the course of the next few years.

Further details of where the Department's offices are located is available on the Department's website at <http://www.welfare.ie/contact/index.html>

4) The Social Welfare system

The Irish social welfare system comprises three types of income maintenance payments - social insurance payments, social assistance or means tested payments, including Supplementary Welfare Allowance, and a Child Benefit payment. There are also a number of non-statutory schemes and secondary benefits. Delivery of income support services



impacts on the lives of almost every person in the State and remains the largest element of the Department's business. Payments are made to more than 900,000 people each week. The Department also supports people in returning to work and provides support for activities to combat poverty.

A list of all the schemes operated by the Department can be viewed on our website at www.welfare.ie.

5) **Social Insurance**

The central feature of social insurance schemes is that eligibility is in part determined by contributions paid or credited¹. Entitlement to social insurance benefits are based on a record of social insurance contributions and depends on the occurrence of certain contingencies related to loss of employment, e.g. unemployment, disability, old age. The contingencies covered by the system are old age/retirement, widowhood, maternity², orphanhood, disability, invalidity, occupational injury, caring and unemployment. Social insurance also provides for a Death Grant and certain Treatment Benefits, e.g. dental, optical and aural benefits. The Irish social insurance system is based on the 'pay as you go' principle whereby current contributors fund the pensions and benefits of present recipients, while also building up entitlement to their own future benefits. Contributions are made by employees, the self-employed and employers and are paid into the Social Insurance Fund which, in turn, finances the payment of benefits and pensions when and if a particular contingency arises. The system is not strictly actuarially based in so far as there is no direct link at an individual level between contributions paid and potential benefits. Eligibility for payment is primarily determined by the number of contributions paid since first starting work and, depending on whether the contingency is long term or short term, the number of contributions paid or credited over a working lifetime or in recent contribution years.³ Once the conditions relating to a given contingency are satisfied and the relevant contribution conditions are satisfied all claimants, regardless of marital status, household situation or means are entitled to receive a personal rate of payment. Payments are flat rate with additions paid for adult and child dependents.⁴

6) **Social Assistance**

Social assistance payments are based on need as established by a means test. The social assistance system is also contingency based. The contingencies covered by the system are old age, pre-retirement, widowhood, lone parenthood, orphanhood, long-term disability, blindness, caring, unemployment, and farming. In general, claimants of social assistance will have no social insurance record or an exhausted or broken record which disqualifies them from a social insurance payment. Both the personal rate of payment and additions for qualified adults and children are affected by the couple's means. The full rate is paid where there is no other assessable income (subject to rules governing means to be disregarded) and assistance is reduced according to means including the value of property and capital and cash income received. The claimant is first categorised as experiencing a particular

¹ Credited contributions are awarded to protect the social insurance entitlements of workers by covering gaps in insurance arising from inability to pay and provide for the needs of those who are outside the labour force due to family or caring commitments.

² Including adoption and health and safety leave pre and post-partum.

³ In the case of Widow/er's Contributory Pension entitlement can be based on the contributions of a (married) spouse.

⁴ An exception is the rate of Maternity/Adoptive Benefit which is payable as a percentage of "reckonable weekly earnings".



contingency and then if their means are below the threshold calculated for their circumstances within that particular contingency the claimant is entitled to payment. Means tested payments are financed from the Exchequer. Payments are flat rate with additions for qualified adults and children.

7) Supplementary Welfare Allowance

Alongside the social assistance system is a residual, means tested payment - the Supplementary Welfare Allowance (SWA). The scheme contains a number of different strands. First, there is a residual, means tested payment – the Basic Supplementary Welfare Allowance payment. Secondly, there are a number of supplements, principally Rent and Mortgage Interest Supplements which are payable, subject to a means test where a person has a housing need or where they experience short-term need for assistance with the cost of accommodation. SWA payments can be made to persons in receipt of either social insurance or social assistance payments, once the SWA means tests are satisfied.

The SWA basic payment provides a minimum weekly allowance, to eligible people whose means are insufficient to meet their needs. Those applying for assistance under the SWA scheme are required to apply for any social welfare or health board payment that they may be entitled to and must satisfy a means test. Eligibility for the payment is normally from age 18, although there is no age criteria. A feature of SWA is that it is a household payment, i.e. only one spouse/co-habitant can make a claim.

8) Universal Payments

Under universal schemes there are neither social insurance contribution conditions nor a means test; payment is made without respect to income and financed from general taxation. Child Benefit is the main universal scheme in Ireland. It is payable to all families with dependent children, regardless of household income, contribution record or category⁵. Other universal schemes include a range of non-cash benefits which include the Household Benefits package (Electricity/Gas Allowance, Free Television Licence, Telephone Allowance) and free travel, to which persons who have attained a certain age are automatically entitled regardless of social welfare status.

9) Other payments

The Household Benefits Package and Free Travel are also available to certain other persons who are in receipt of certain social insurance or social assistance payments but subject to household composition tests. ‘Secondary benefits’, e.g. school books scheme, fuel allowance are provided for those in receipt of a range of payments and generally dependent on a test of means. There are also a range of employment support payments/active labour market programmes – Back to Work Allowance, Family Income Support (an in-work payment payable to families whose income falls below certain limits) and educational support payments, e.g. Back to Education Allowance, Back to School Clothing and Footwear Allowance and School Meals Schemes.

⁵ Subject to fulfilling the Habitual Residence Condition (Appendix 5).



APPENDIX 2

NOTICE TO COMPANIES

TENDERING



- A2.1 The Department reserves the right to update or alter any information contained in this document at any time. In the event that any additions or amendments to the Request for Tenders, as set out in this document, be deemed necessary prior to the closing date for receipt of proposals, these will be issued to applicants in the form of supplementary documents and will form part of the Request for Tenders.
- A2.2 The Department will not be liable in respect of any costs incurred by Tenderers in the preparation of tenders in response to this Request For Tenders (RFT) or for costs incurred in preparing subsequent presentations or investigations or attendance at same.
- A2.3 The Department has the right, at its sole discretion, to extend the Closing Date for Receipt of Responses or any other date provided in this RFT. The Department will give notice of any such extension.
- A2.4 The Department does not bind itself to accept the lowest or any tender. It reserves the right to reject in whole or in part any or all tenders received, and in particular, to source the requirement with more than one service provider.
- A2.5 The Department reserves the right to go to tender again or to terminate the contract at any stage on payment of reasonable and agreed costs accrued to the date of termination.
- A2.6 An Evaluation Group composed of officers and employees of the Department of Social and Family Affairs will undertake the evaluation of the responses to this RFT. Each member of the Evaluation Group will undertake such functions and tasks as may be allocated to him or her by the Department. The Department reserves the right, in its absolute discretion, at any time to remove, substitute, appoint, decrease or increase the members of the Evaluation Group. Confidential information will only be revealed to the Evaluation Group and the members shall be required to observe strict confidentiality at all stages of the process.
- A2.7 All Pre-Existing Intellectual Property Rights (IPR) shall remain the sole property of the Party who owned, acquired or developed such IPR.
- A2.8 The Minister or the Minister's nominee shall own all Newly Created Copyright in any materials developed pursuant to this Contract, including reports, databases and other materials. The successful tenderer will be required, in the Contract, to assign all intellectual property rights created as a result of the Contract to the Minister or the Minister's nominee. The Minister will remain the sole owner of all data and end-products e.g. instrumentation, reports, studies and any other related items or documents, irrespective of whether or not the Contract terminated prior to its completion. However, the Minister will consider and not unreasonably withhold consent to any applications for royalty free, non-transferable, non-exclusive licences to utilise the intellectual property rights subject to the necessary protections, which may arise under Data Protection legislation.
- A2.9 If a Tenderer is a consortium or a number of parties that have come together to submit a proposal, the Tenderer acting as prime contractor will be required to obtain from all parties to the consortium, a similar assignment to the Minister in all newly-created copyright, developed pursuant to this Agreement. A similar requirement will apply to all sub-contractors and/or affiliates.



- A2.10 The proposal as submitted, together with this RFT and any clarifications, will form the basis of a contract for services (the Contract) to be agreed between the Minister for Social and Family Affairs and the successful Tenderer. The hierarchical order of the contract documents will be as follows:
- The Request for Tender
 - The Question and Answer Digest document (if applicable)
 - The Tenderer's proposal
 - The Tenderer's clarifications (if applicable) and
 - The Agreement.
- A2.11 The Agreement will not be concluded / take effect until 14 days after unsuccessful Tenderers have been notified of the result of this tendering procedure.
- A2.12 Under EU Public Procurement Directives the Department is required to publish a Contract Award Notice in the Official Journal of the European Union containing certain information, including the name of the successful tenderer, relating to the award of this contract.
- A2.13 The Department undertakes to use its best endeavours to hold confidential any information provided by Tenderers in response to this invitation to tender, subject to the Department's obligations under law, including the Freedom of Information Acts, 1997 & 2003.
- A2.14 If Tenderers believe that any of the information supplied by them should not be disclosed because of its sensitivity, they should identify this information and state the reasons for its sensitivity. The Department will consult with Tenderers about this sensitive information before making a decision on any Freedom of Information request received. Similarly, the Department requires that Tenderers will treat all information provided pursuant to this invitation to tender in strict confidence. Decisions of the Department in relation to any Freedom of Information request are subject to appeal to the Information Commissioner and to the courts, by the person/s who made the request.
- A2.15 The successful tenderer shall make good all damage that may be caused by an act or default of the successful Tenderer, the successful Tenderer's agents or servants, to any property of the Department. The Department shall maintain the option to have the damage otherwise made good and to charge the successful Tenderer with the expense.
- A2.16 The successful Tenderer will be required to maintain in force, during the lifetime of the contract, Public Liability Insurance, Employer's Liability, Professional indemnity insurance and Product Liability Insurance with limits to be agreed with the Department. The said insurance policy or policies shall be furnished, duly completed, to the Minister prior to the commencement of this Agreement, maintained for the duration of this Agreement and up-to-date copies forwarded to the Minister each year. All policies presented shall contain an Irish Law Jurisdiction clause. The name on insurance certificates must be the legal name of the successful Tenderer.
- A2.17 Tenderers should be aware that national legislation applies in other matters such as Official Secrets, Data Protection and Health and Safety. The successful firm will be bound by the Official Secrets Act and may be required to sign an undertaking/acknowledgement of this fact.



- A2.18 The successful Tenderer shall comply with all air pollution, water pollution and other environmental regulations in force in the performance of this contract and, to the extent they shall comply with the provisions of all current EU and Irish legislation in this respect.
- A2.19 The use of the Department's ICT network resources (including all electronic communication systems and equipment) is a revocable privilege. By using or accessing the network, the successful Tenderer must comply with this policy and other applicable policies, as well as all relevant applicable laws and regulations.
- A2.20 The successful Tenderer shall accept full responsibility and liability as employer for the actions of all servants, agents, employees, consultants or sub-contractors employed on this Contract. The Department will not indemnify the successful Tenderer for compensation or other claims, including claims arising from the dismissal of staff, for which the successful Tenderer may become liable as an employer.
- A2.21 Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing responses to this Request for Tenders.
- A2.22 Information supplied by Tenderers will be treated as contractually binding. However, the Department reserves the right to seek clarification or verification of any such information.
- A2.23 It will be a condition for the award of the contract that the successful tenderer must be able to promptly produce a valid Tax Clearance Certificate. Where a Tax Clearance Certificate expires within the course of the contract, the Department reserves the right to seek a renewed certificate. All payments under the contract will be conditional on the contractor being in possession of a valid certificate at all times.
- A2.24 Tenderers resident in the Republic of Ireland may apply on-line for a Tax Clearance Certificate or complete an application form TC1 (see below). This facility is to be found at Revenue's website address at www.revenue.ie/services/taxclearance.htm. Applications for Tax Clearance Certificates should be sent directly to the local Revenue District Office and the contact details for the local Revenue Districts are available at http://www.revenue.ie/cont_main.htm.
- In the case of non-resident Tenderers, an application for a Tax Clearance Certificate (TC1) should be completed. This form can be downloaded from the [Irish Revenue Commissioners website, http://www.revenue.ie/publications/curntfms/curfrms_n.htm](http://www.revenue.ie/publications/curntfms/curfrms_n.htm). Such applications should be sent to Non-Residents Unit, Collector-General's Office, Sarsfield House, Francis Street, (Phone 00 353 61 310310) or e-mail nonrestaxclearance@revenue.ie.
- A2.25 In addition, the successful Tenderer must retain records of tax reference numbers for any subcontractors where payments exceed €650 (incl. VAT). Tenderers should note that the provisions of Department of Finance Circular 22/95 apply and the Department may require sight of Tax Clearance Certificates for any subcontractor where payments exceed €2,600 (incl. VAT) in a twelve-month period.
- A2.26 Payments for the services to be provided under the Contract will be made on the satisfactory delivery of services in accordance with the Contract timescale, which will be agreed with the successful Tenderer and related to its proposal. Invoices will be required to support each



payment. All payments are subject to the Prompt Payment of Accounts Act 1997 as amended or revised, and the European Communities (Late Payment in Commercial Transactions) Regulations 2002 as amended or revised. Respondents will be obliged to comply with the provisions of the Act when employing any sub-contractor in the provision of any services relating to this RFT.

- A2.27 The successful Tenderer shall be responsible for the delivery of all services provided for within the contract on the basis of the agreed fees set at the beginning of the Contract. The Department retains the right to withhold payment of fees where the successful Tenderer has failed to meet his/her contractual obligations in relation to the delivery of services to an acceptable level of quality as specified in this RFT.
- A2.28 The total liability of either party to the other under or in connection with the Contract or the subject matter thereof shall not exceed 110% of the total Charges payable to the successful Tenderer (whether or not paid) under the Contract.
- A2.29 During the evaluation of proposals, the Department in its absolute discretion and only for the purposes of clarification, may request from a Tenderer, information in addition to that provided in a response to this RFT in such format as the Department may stipulate. Tenderers are required to provide such additional information within five business days of the date of the Department's request or such later date as determined by the Department, in its sole discretion. In the case of urgency, the Department may stipulate an earlier period for the provision of such additional information.
- A2.30 The Department, at its sole discretion, may contact a Tenderer in respect of any matter related to its proposal and any of its contractors, suppliers, including visiting any reference sites that might be provided in the proposal and may conduct any investigations necessary in connection with responses to this RFT.
- A2.31 All work shall be deemed confidential. Under no circumstances may information disclosed to other parties without the express permission of the Department. The successful Tenderer may be required to sign a formal confidentiality/non-disclosure agreement.
- A2.32 Any conflicts of interest involving a Tenderer (or Tenderers in the event of a consortium bid) must be fully disclosed to the Department, particularly where there is a conflict of interest in relation to any recommendation or proposals put forward by the Tenderer.
- A2.33 Any registerable interest involving the Tenderer, individual employees or corporate or individual service providers of the Tenderer, and the Minister for Social and Family Affairs, members of the Government, members of the Oireachtas or employees of the Department of Social and Family Affairs or their relatives must be fully disclosed in response to this RFT, or should be communicated to the Department of Social and Family Affairs immediately upon such information becoming known to the contractor, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'relative' and 'registerable interest' shall be interpreted as per Appendix 1 and 2 of the Ethics in Public Office Acts 1995 and 2001.
- A2.34 In the event that a group of Tenderers jointly submitting an acceptable offer the Department will award the contract to one Tenderer who acts as the agreed Prime Contractor. The Prime Contractor will be responsible for the delivery of all services provided for under the terms of

the Contract and shall assume all the duties, responsibilities and costs associated with the position of Prime Contractor.

- A2.35 All Tenderers should consult their own legal advisers competent in laws, including, without limitation, those of Ireland and the European Union, implementing regulations, procedures and other orders and rules which may impact upon or otherwise affect this RFT or the subject matter thereof and should rely on the advice obtained.
- A2.36 Tenderers are responsible for identifying, obtaining and maintaining all necessary licences, permits, permissions, approvals, authorisations, certificates, exemptions, filings, registrations and all other matters official or otherwise which are required in connection with the financing, undertaking, carrying out, completing, implementing, supporting and maintaining its proposal and the exercise of its rights or the discharge of its obligations under the Services Contract.
- A2.37 The work of the successful Tenderer shall be deemed to be carried out in Ireland and shall be governed by the Laws of Ireland.
- A2.38 A representative of each Tenderer, by prior arrangement with the Project Manager, may attend the opening of the tenders.
- A2.39 Proposals must be submitted in the English language.
- A2.40 The successful Tenderer will be obliged to complete all work and submit such reports/exercises to the Department as may be required according to a schedule that shall be laid down by the Department in consultation with the successful Tenderer.



APPENDIX 3

ARTICLE 45 OF THE EU

COUNCIL DIRECTIVE

2004/18/EC



Declaration of Compliance with E.U. Council Directive 2004/18/EC

THIS DECLARATION, DULY COMPLETED, MUST BE SUBMITTED BY ALL TENDERERS

Please tick as appropriate:

Has the tenderer been the subject of a conviction by final judgement for one or more of the reasons listed below:

- (a) participation in a criminal organisation, as defined in Article 2(1) of Council Joint Action 98/733/JHA(20);
Yes [] No []
- (b) corruption, as defined in Article 3 of the Council Act of 26 May 1997(21) and Article 3(1) of Council Joint Action 98/742/JHA(22) respectively;
Yes [] No []
- (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities(23);
Yes [] No []
- (d) money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering(24).
Yes [] No []

Has the tenderer:

- 1. Been made bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;
Yes [] No []
- 2. Been the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations;
Yes [] No []
- 3. Been convicted by a judgment which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning his professional conduct;
Yes [] No []
- 4. Been guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate;
Yes [] No []



5. Not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
Yes [] No []
6. Not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
Yes [] No []
7. Been proven guilty of serious misrepresentation in supplying the information required under this Section or has not supplied such information.
Yes [] No []

THIS FORM MUST BE SIGNED BY AN AUTHORISED OFFICER OF THE TENDERER

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being removed from tender lists.

SIGNATURE _____

DATE: _____

NAME _____

TEL: _____

POSITION _____

FAX: _____



APPENDIX 4

FORM OF BONA-FIDE

TENDER



Form of bona-fide tender

**To: Christopher Nolan
Assistant Principal
Social Welfare Services Office
Shannon Lodge
Carrick-on-Shannon
Co Leitrim
Ireland**

I / We the undersigned (the Tenderer) do offer in accordance with the invitation to tender, to provide and deliver, at the address(s) shown on the schedule attached all of the services specified in the schedule at the prices stated therein and subject in all respects to the terms and conditions set out in Appendix 1.

Signature of Tenderer or authorised agent:

Printed Name:

Name of Tenderer: _____ V.A.T. No: _____

Postal Address: _____

Telephone: _____

Fax: _____

E-mail: _____

APPENDIX 5

REGISTRATION PROCESS

Unified Registration Service

1. Introduction.

- 1.1 The Registration Standard for SAFE is composed of those elements that allow a person to establish their SAFE identity. Once a person has provided sufficient evidence to establish their identity a Personal Public Service (PPS) Number and a Public Services card will issue that allows the person to authenticate their identity at any SAFE Point of Use.
- 1.2 The Registration Service will operate so that the identity of a person is established and maintained throughout their lifetime to a standard that maintains the integrity of the identity and in particular does not allow false identities to be validated by registration.

2. Registration Rationale

- 2.1 The basic principle for the Registration Service is to allow a person to verify their identity and to sustain that verification throughout the lifetime of the person in a secure manner. A defined and secure registration service allows for the confident issue of a PPS Number and SAFE compliant card which serves to authenticate the person thereby allowing the person to gain speedy access to, and provision of, public services.
- 2.2 SAFE registration will allow persons to identify themselves to given levels of assurance. This assurance will be based on the strength of the actual registration process, the secure nature of the SAFE card and the management of the SAFE environment as a whole. Once a customer is registered in SAFE it is up to service providers to decide at what level of authentication they will supply their services. It should be noted that SAFE will only serve to authenticate identity and that such authentication will not equate to entitlement.

Working Principles

- There are four recognised levels of SAFE authentication
 - o Level 0 - No assurance of identity (outside SAFE)
 - o Level 1 – Balance of Probabilities (within SAFE)
 - o Level 2 – Substantial Assurance (within SAFE)
 - o Level 3 – Beyond Reasonable Doubt (within SAFE)
- All applications for SAFE Registration will be in person and supported by specified identity documents.
- All applications in the State (save General Register Office Cases for new born children) will be face-to-face.
- In addition to other identity data customers Photo and Signature will be captured as part of the registration process.

Process for Registration at Level 2

All SAFE registrations at authentication level 2 will be carried out at designated SAFE Registration Offices where individuals can apply, in person, for a PPS Number (if they have not already got one), and a SAFE compliant Public Services card. The individual can provide their signature and have their photo taken.

- Each person seeking Level 2 authentication will be asked to prove their identity. They may produce their birth certificate or their passport in support of the supply of their PSI dataset - Name, Address, DOB, Sex, Mother's Birth Surname, Birth Surname, Place of Birth, and Nationality.
- For further verification, applicants will be asked for documentary evidence of address (e.g. utility bill, lease agreement, etc.) and photo ID (e.g. Passport, National ID Card, Driving Licence, etc).
- A SAFE card (PSC) at authentication level 2 will then be requested as part of the registration process.
- The signature and photo will both be on the card when it issues.



APPENDIX 6

DATA TO BE SENT

TO THE BUREAU



Data to be sent to the Bureau in order to produce a PSC:

Data Item	Description
Prefix	Prefix to Name Unicode/ASCII
PPS No	The personal public service number, which will be the unique identifier for the individual held on the PSC. Maximum of 10 characters, alphanumeric. The current PPS No normally has 8 characters.
Forename(s)	The Forename (or Forenames) (Unicode/ASCII)
Surname	The Surname (Unicode/ASCII)
Cardholder Address Line 1	The address of the individual - the default address where the card will be sent.
Address Line 2	Do.
Address Line 3	Do.
County	Do.
Country	Do.
Issuer Address Line 1	The address of the Issuing Office.
Issuer Address Line 2	
Issuer Address Line 3	
Issuer County	
Issuer Country	
Destination Third Party Address Line 1	Third party address where the card is to be sent as alternative to the Cardholder or the Issuing Office.
Destination Third Party Address Line 2	
Destination Third Party Address Line 3	
Destination Third Party Address County	
Destination Third Party Address Country	
Delivery Destination Indicator	Indicator as to whether it is to be delivered to the 'Issuing' office or direct to card holder or to a third party
Sex	Sex of the individual issued with the card
Date of Birth	Date of birth of the individual issued with the card

	DD/MM/YYYY
Mother's Birth Surname	Mother's Birth Surname UNICODE/ASCII
Facial image	Facial image of the individual issued with the card - Stored in a suitable image format compatible with ICAO for e-passports.
Signature image	An image of the handwritten signature of the cardholder. Stored in a suitable image format such as jpeg.
Registration level	Level (as defined by the SAFE registration process) to which the individual issued with the card has been registered. The higher the number, the greater the level of confidence that the identity is correct.
Card Type Ind	Indicator to Bureau the card variant. For example 1 PSC Standard - Free Travel not present; 2 – PSC Standard - Free Travel for cardholder 3,4,5.....
Card Issue Number	As a single individual might be issued multiple cards over time, it is important to be able to uniquely identify each card
Expiry date	An indicator detailing the preferred expiry date DD/MM/YYYY
Language indicator	An indicator detailing the preferred language of the card holder e.g. [ISO 7816-6] and [ISO 639].
Free Travel Expiry Date	DD/MM/YYYY
Biometric image	For Staff card only.
Priority Indicator	Indicator with request to deal urgently.
Disclaimer	Text will be supplied.

APPENDIX 7

SPECIFICATION

FOR THE

MAGNETIC STRIPE



1. Requirements

The specification for the magnetic stripe is the same as for the current Social Services Card (SSC).

Suppliers must be able to encode all tracks to ISO standards as follows:

Track 1 - 210 bpi, 7 bits per character (bpc)

Track 2 - 75 bpi, 5 bpc

Track 3 - 210 bpi, 5 bpc

Only Track 2 is used.

Data to be Supplied by DSFA to be written to Track 2 on the magnetic stripe: comprises mainly the PPS No, Card No, Date of Birth and Sex. More detailed information will be supplied to the successful Tenderer.

APPENDIX 8

Tenderer's Response Questionnaire



Public Services Card

Department of Social and Family Affairs

An Roinn Gnóthai Sóisialacha agus Teaghlaigh



The PSC Request for Tender is intended to invite prospective suppliers to indicate:

- their experience in developing smart cards with functionality similar to the PSC (see the Functional Specification [PSC FS]) and their overall approach to the development of the PSC specifically
- how they intend to meet each of the requirements [PSC FS].

This Response Questionnaire sets out questions for bidders to answer so as to indicate the above in detail, and in such a way as to facilitate the comparison of their tenders in a transparent manner, leading to the selection of the most appropriate supplier.

This Response Questionnaire must form part of the proposal and is comprised of four parts:

1. Overall Considerations – 15 questions.
2. Functions – 17 questions.
3. System attributes – 13 questions.
4. Supporting Systems – 13 questions.

1 Overall Considerations

#	Question/Instruction	Reply
1	What previous smart card projects have been undertaken of a similar nature?	
2	How many cards were issued?	
3	If the supplier is a consortium, on what previous projects has the consortium collaborated?	
4	What are the major project risks?	
5	Please identify the project manager and his relevant experience.	
6	Please identify the lead technical architect and his/her relevant experience.	
7	Please identify the lead information security specialist assigned to the project and provide details of his/her previous relevant experience.	
8	What project development lifecycle methodology is proposed for the project?	
9	What experience does supplier have of applying this methodology?	
10	What design methodologies will be used for the overall systems architecture, and how are they documented?	
11	What experience does supplier have of applying this methodology?	
12	Please show a high-level project plan - logic	
13	Please show a high level project plan - timescale	
14	Please indicate what test tools will be utilised.	
15	Describe quality system to be applied to the project including accreditations	



Department of Social and Family Affairs

An Roinn Gnóthai Sóisialacha agus Teaghlaigh

www.welfare.ie

2 Functions

	Question/Instruction	Reply
1	For each function defined [PSC FS], provide one or more Application Protocol Data Unit (APDU) command-response pairs, listing all parameters and allowable values.	
2	Where more than one command-response pair required for a function, show and describe changes of state.	
3	Show data required, beyond that given in the data dictionary [PSC FS], as a consequence of the design, with an indication of how each element is instantiated, read, modified and deleted	
4	Explain how core application is selected.	
5	Explain the mechanism for card capability discovery.	
6	Explain how terminal discovers registration level	
7	Explain how facial image is stored on chip	
8	Explain how the PSC and acceptance terminals authenticate each other.	
9	Explain how a terminal/host can authenticate PSC in off-line and disconnected (e.g. token authentication) modes.	
10	Explain how an upgrade to allow for data access to be determined on a service-by-service basis would be implemented.	
11	Explain all PIN-related functionality.	
12	Explain how confidentiality and integrity of communications can be ensured.	
13	Explain how access control is enforced.	
14	Explain how security data (such as cryptographic keys) can be personalised.	
15	Explain how a system or terminal can authenticate itself to the PSC in order to invoke sensitive commands (such as key rollover)	
16	Explain storage of, and access to biometric data for staff card	
17	Describe the contactless smart card capability of your proposed solution	

3 System Attributes

#	Question/Instruction	Reply
1	What measures are in place to prevent data corruption from removal of the card from the terminal contacts or RF field during a transaction?	
2	What measures are in place to prevent the compromise of one card from compromising the scheme?	
3	How are details of a card's personalisation made available?	
4	How is a particular card identified?	
5	Describe how the design meets the DSFA's requirement for a 'thin card' architecture.	
6	Describe measures taken to enhance the durability of the card.	
7	Are there any electronic limits on the number of transactions that the nominated chip can perform (e.g. write cycles for EEPROM)?	
8	What physical measures are in place to prevent forgery?	
9	What electronic measures are in place to prevent forgery/spoofing?	
10	Does the solution allow for use of a number of different hardware platforms?	
11	What elements of the solution are proprietary (single source)?	
12	Describe your experience with regards to ensuring your cards and systems are fully accessible to all.	
13	Describe those features of the design that provide flexibility to incorporate new features	



4 Supporting systems

#	Question/Instruction	Reply
1	Provide details of your card production turn around times from receipt of the personalisation data to despatch.	
2	Provide details regarding the number of cards you propose to be able to produce per day, and the ease with which this capacity can be increased.	
3	Provide details of your supply chain management with regards to stock holding and transport of cards to the location where personalisation takes place.	
4	Provide details of your personalisation process, taking note of the supplier guidance (PSC SSS) Section 4.2 – 4.4)	
5	Provide details of the reference terminals you intend to provide, taking note of the supplier guidance (PSC SSS) Section 3.1.2 T.F.1-5, Section 3.2.3 T.R.1-3, Section 3.3.2 T.A.1, Section 5.2.1)	
6	Provide details of the card authentication terminals you intend to provide, taking note of the supplier guidance (PSC SSS) Section 5.2.2)	
7	Provide details of the back-end authentication systems you intend to provide, taking note of the supplier guidance (PSC SSS) Section 5.3)	
8	Provide details of the delivery mechanism you intend to implement for application updates and acceptance of card production parameters, taking note of the supplier guidance (PSC SSS) Section 3.1.1 C.F.2, C.F.3)	
9	Provide details of the reporting, renewal listing and query mechanism(s) you intend to implement, taking note of the supplier guidance (PSC SSS) Section 3.1.1 C.F.4, C.F.5, C.F.6, C.F.7, Section 3.2.1 S.R.5)	
10	Provide details of the mechanism you intend to implement for updating data on the chip post-issuance, taking note of the supplier guidance (PSC SSS) Section 3.1.1 C.F.8, T.F.5, Section 3.2.2 TR3)	
11	Provide details of the approach to helpdesk provision for handling customer and service provider enquiries, taking note	



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	of the supplier guidance (PSC SSS) Section 3.1.1 C.F.9, C.F.10, Section 3.3.1 S.A.5).	
12	Provide details of the way in which you intend to manage the maintenance and distribution of PSC hotlists, taking note of the supplier guidance (PSC SSS) Section 3.1.2 T.F.3, T.F.4, T.F.5).	
13	Describe the design elements concerned with the confidentiality and integrity of Bureau data, taking note of the supplier guidance (PSC SSS) Section 3.2.1 S.R.3, S.R.4).	



APPENDIX 9

CARD DESIGN SAMPLE

The samples shown below are to be considered for illustrative purposes only.

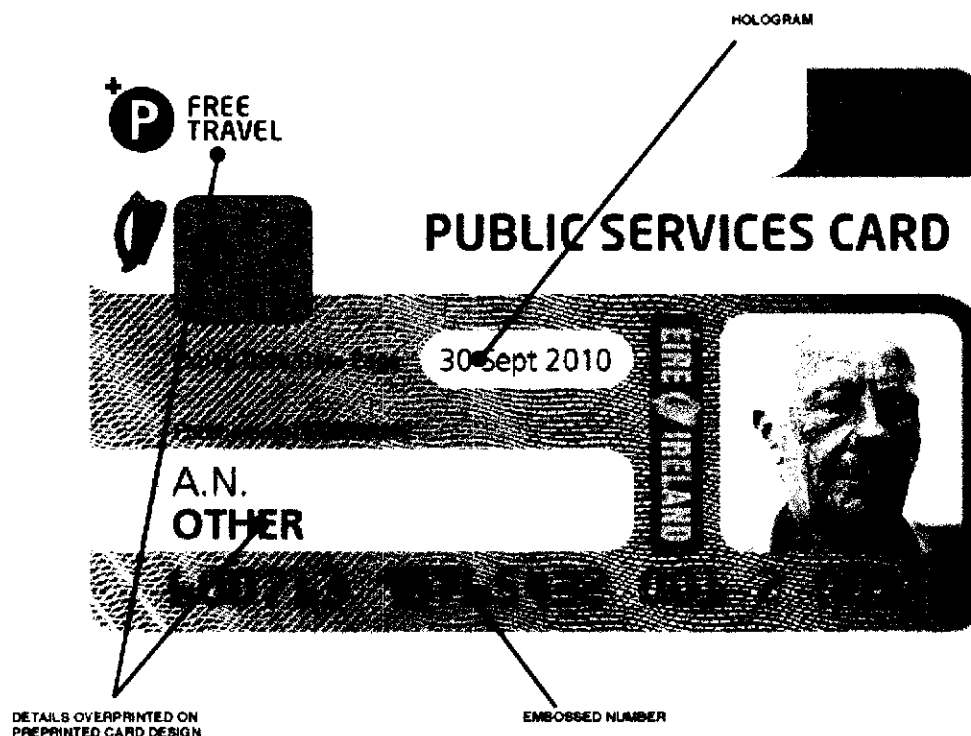


Figure 1: Sample front of card.

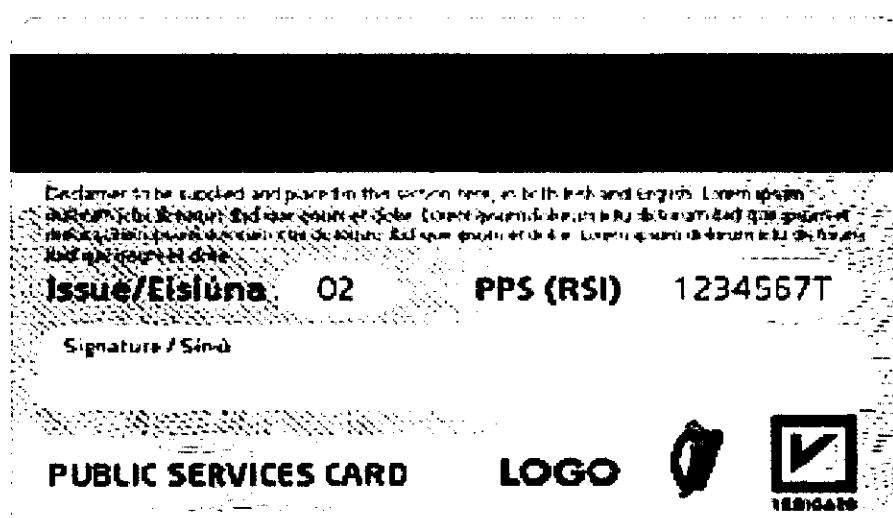


Figure 2: Sample rear of card.

- DOCUMENT ENDS -

2

**Request for Tenders dated 16 February 2018
for the supply of
the implementation, production, personalisation and
distribution of the Public Services Card and the provision
of associated services.**

Tender procedure: Open procedure

Tender Deadline: 12 noon /29 March 2018

Contents

Part 1:	Introduction
Part 2:	Instructions to Tenderers
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Appendix 4:	European Single Procurement Document (ESPD)
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Appendix 6:	Services Contract
Appendix 7:	Confidentiality Agreement
Appendix 8:	Information & Communication Technology (ICT) Acceptable Use Policy
Appendix 9:	Overview of Department's current IT environment and key projects
Appendix 10:	Other background information specific to this RFT
Appendix 11:	Images of current Public Services Cards
Appendix 12:	Data to be sent to the Bureau in order to produce a PSC
Appendix 13:	Public Services Card—2: Procurement specification
Appendix 14:	Public Service Card - Functional Specification
Appendix 15:	Instructions to bidders (technical)
Appendix 16:	Evaluation matrix

Part 1: Introduction

- 1.1 The Minister for Employment Affairs & Social Protection (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the Services as described in Appendix 1 to this RFT (the “Services”).
- 1.2 In summary, the Services comprise: the implementation, production, personalisation and distribution of the Public Services Card and the provision of associated services.
- 1.3 *Not used*
- 1.4 Any contract that may result from this Competition (the “Services Contract”) will be issued for a term of three years (“the Term”).
- 1.5 The Contracting Authority reserves the right to extend the term for a period or periods of up to one year with a maximum of three such extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.
- 1.6 Any contract that may result from this competition will be awarded on a draw down basis with no commitment or guarantee of volume or value. For this reason the estimated value is set at €0.01. The magnitude of this RFT is set out in the general requirements in Appendix 1.
- 1.7 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”)s in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contract that may result from this Competition.
- 1.8 An overview of Department’s current IT environment and key projects is included at Appendix 9.
- 1.9 Information about the Department and its services can be found on the Department’s website at http://www.welfare.ie/en/Pages/about-us_home.aspx. Other background information specific to this RFT is included at Appendix 10.

Part 2: Instructions to Tenderers

2.1 Important Notices

- 2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

- 2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Services Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The award of a Services Contract does not confer exclusivity on the successful Tenderer.

The Contracting Authority may cancel this Competition *at any time* prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

- 2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.2 Compliant Tenders

- 2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer;
- waiving a requirement, which in Contracting Authority's view, is non-material or

procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the European Single Procurement Document (“ESPD”) attached at Appendix 4 - for Tenderers’ convenience, the form of ESPD at Appendix 4 is also provided with this RFT as a separate document in Word format, which may be downloaded for completion by Tenderers. Alternatively, Tenderers may submit an ESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that:
 - (i) the information contained in it continues to be correct; and
 - (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below.
- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out within this RFT;
- (e) To submit the statement required under paragraph 2.4 below; and
- (f) Not to alter or edit this RFT in any way.

2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 Services Contract

- 2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 6 to this RFT.
- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer’s Statement at Appendix 3. Tenderers may not amend the Services Contract.

2.4 Acceptance of RFT Requirements

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer’s Statement, as set out in Appendix 3, printed

on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 Consortia and Prime / Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT the Contracting Authority will deal with all matters relating to this public procurement competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all member of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Services Contract, the successful Tender shall be required to designate a single entity who will carry overall responsibility for the Services Contract ("the Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member ("the Subcontractor").

2.6 Tender Submission Requirements

- 2.6.1 Tenders must be submitted via the electronic post-box available on www.etenders.gov.ie. Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic post-box.

In order to submit a document to the electronic post-box, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

- 2.6.2 Tenders must be received not later than 12 noon on 29 March 2018 (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF Reader. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 Queries and Clarifications

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 12 noon on 22 March 2018 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Accept” button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 Tendering Costs

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.
- 2.8.2 Without prejudice to the generality of paragraph 2.8.1, all costs and expenses relating to the supply of samples for purposes of tendering and their return after evaluation or

participation in field trials (if any) will be borne exclusively by the Tenderer.

2.9 Confidentiality

2.9.1 All documentation, drawings, data, statistics, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

- (a) are furnished for the sole purpose of replying to this RFT only;
- (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
- (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
- (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this public procurement competition if so requested by the Contracting Authority.

2.10 Pricing

- 2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 days commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services supplied under this RFT shall be made subject to and in accordance with the Services Contract at Appendix 6 to this RFT.

2.11 Environmental, Social and Labour Law

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderers their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European

Union (Award of Public Authority Contracts) Regulations 2016.

- 2.11.2 Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.12 Publicity

No publicity regarding this Competition or any Service Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 Registrable Interest

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.gov.ie. The Contracting Authority will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 Anti-Competitive Conduct

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 Industry Terms Used in this RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 Freedom of Information

- 2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a Freedom of Information request without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidentiality or commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Act.

2.17 Tax Clearance

- 2.17.1 It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 Conflicts of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractors(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.19 Withdrawal from this Competition

Tenderers are required to notify the Contracting Authority immediately, via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 Site Visit

2.20.1 *Not used*

2.20.2 As part of the tender process the Department may seek to visit the tenderer's premises.

2.21 Insurance

2.21.1 The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer's Liability	12.7 million
Public Liability	6.5 million
Professional Indemnity (including cyber liability)	6.5 million
Product Liability	6.5 million

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a Services Contract under this Competition, they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

2.21.3 The successful Tenderer will, during the term of the Services Contract, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured

- status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

2.22 Samples

2.22.1

In circumstances where there is a requirement to provide samples under the Selection Criteria, Tenderers must, when submitting any sample(s), furnish such documentation and manuals (if any) relating to (but not being limited to) the:

- (a) operation;
- (b) certification;
- (c) quality control;
- (d) installation;
- (e) care;
- (f) maintenance;
- (g) repair;
- (h) testing;
- (i) training;
- (j) safety;
- (k) storage; and
- (l) disposal of the sample

2.22.2 The Tenderer must in its Tender, provide a clear and complete list of all documentation and manuals applicable to any sample, or alternatively, where no such documentation or manuals exist, the Tenderer must provide a statement to that effect. All documentation and manuals submitted (where requested) must be in the English language only.

2.22.3 The Tenderer will be responsible for the insurance and transportation of samples used in presentations, demonstrations or field trials.

2.22.4 Any samples required must be furnished upon written request of the Contracting Authority.

Part 3: Selection and Award Criteria

3.1 Compliant Tenders

3.1 Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above; and
- (b) Declared by way of ESPD that no grounds for Exclusion of the Tenderer pursuant to Article 57 of the Directive (the “Exclusion Grounds”) apply to them or that, where any such Exclusion Grounds apply, and where the Tenderer is not precluded from doing so under Regulation 57(17) (final paragraph) of the Directive, it can provide evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate its reliability despite the existence of any relevant Exclusion Grounds; and
- (c) Declared by way of ESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”);
will be evaluated in accordance with the Award Criteria at part 3.3 below.

However please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulation applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each entity :

- (i) complete and submit a separate ESPD in respect of each such entity ; and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Services Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must submit a separate ESPD in respect of such Subcontractor completing those sections of the ESPD which are specified in section 2.D of the ESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion

Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 5;
- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at part 3.2 below.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 Selection Criteria

Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. In the event of one or more of the Selection Criteria achieving a fail, the Tenderer will be excluded from participating in this Competition.

3.2.A Economic and Financial Standing

Tenderers must declare by way of ESPD that they satisfy the financial and economic

standing requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Insert financial capacity/amounts required, and details of documents that will be required as evidence.

3.2.A.1	The minimum turnover for selection is €20 million per annum for the three (3) most recent years of audited accounts or where the date of establishment is more recent, the turnover must be demonstrated for each of the years the entity has been established.								
3.2.A.2	<p>Tenderers must complete the table below in relation to turnover, and by means of a letter or statement from a professional auditor, must provide evidence that such turnover is true and correct OR the successful Tenderer will be required to furnish evidence of turnover levels by means of a letter or statement from an auditor, prior to (and shall be a condition of) award of contract. By explanation, Y is the most recent completed financial year of the Tenderer; Y-1 is the previous year, etc.</p> <table><tr><td></td><td>Y</td><td>Y-1</td><td>Y-2</td></tr><tr><td>Turnover</td><td>€ ,000</td><td>€ ,000</td><td>€ ,000</td></tr></table>		Y	Y-1	Y-2	Turnover	€ ,000	€ ,000	€ ,000
	Y	Y-1	Y-2						
Turnover	€ ,000	€ ,000	€ ,000						
3.2.A.3	Tenderers should note that if they are relying on the capacity of other entities must submit when requested by the Department an undertaking, duly evidenced, from those entities that they will place the necessary financial resources at the disposal of the Tenderer.								
3.2.A.4	In the case of a consortium as referred to in section 2.5, this information is required in respect of all of the members of the consortium and must be provided by the Prime Contractor in a composite format.								

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid,

provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.B Technical and Professional Ability

Tenderers must declare by way of ESPD that they satisfy the technical and professional requirement(s) set out below and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case. Tenderers will either pass OR fail this selection criterion. Tenderers must furnish references to demonstrate this capability.

3.2.B.1 Tenderers must provide details of key contracts undertaken, whether in Ireland or internationally, including contracts currently underway, over the past three years demonstrating proven experience and expertise in the implementation, production, personalisation and delivery of smart card technology. A minimum of three contracts are required. For each such contract, please provide details of:

- Name and place of contract;
- Nature and description of Services provided in relation to the implementation, production, personalisation and distribution of smart cards.
- Value of contract per annum;
- Number of product lines involved;
- Number of orders processed successfully per annum;
- Number of deliveries per annum;
- Reference contact name and position;
- Contact email address.

3.2.B.2 Tenderers should note that economic operators relying on the capacity of other entities must submit with their Tender an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

3.3 Award Criteria

3.3.1 The Services Contract will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

1. Suitability and Quality of the proposed solution in meeting the technical requirements; 20%
2. Suitability and Quality of the proposed solution in meeting the business requirements; 20%
3. Ease of integration with the contracting authorities current data infrastructure, both business and technical; 10%
4. Qualification and experience of key personal assigned, to the bid, in implementing card design, production, identification and management systems and public transport applications; 20%
5. Overall cost of the proposed project; 30% (see 3.3.4)

The Evaluation matrix for the evaluation of Tenders is set out in Appendix 16

Tenderers must achieve the minimum marks in parts 1 – 4 of the award criteria (as indicated in the table in Appendix 16). Failure to reach any of the minimum marks will result in the Tenderer being eliminated from the competition.

3.3.2 Subject to parts 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1 will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with part 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority: (i) a Declaration in the form attached at Appendix 5; (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion; (iii) all or any of the supporting documents specified at part 3.2; and
- (b) the evidence specified at 3.3.2 (a) above demonstrating that each entity concerned meets the Selection Criteria and that no Exclusion Grounds apply.

- 3.3.4 It should be noted that the Department will use a standard formula to calculate the marks in respect of **each of the six costs** supplied on the Pricing Schedule (Appendix 2), whereby maximum marks are awarded to the lowest priced tender and costs of the remaining tenders are expressed as a percentage of the lowest priced tender (Inverse Proportionality).

3.4 Presentation of Proposals

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5. Standstill Period

- 3.5.1 In circumstances where Directive 89/665/EEC as amended by Directive 2007/66/EC (the “Remedies Directive”) applies, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition (the “Standstill Period”) if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 Return of Signed Contracts

- 3.6.1 The successful Tenderer must sign and return the Services Contract (Appendix 6), the ICT Acceptable Use Policy and the Confidentiality Agreement (Appendices 7 and 8), in duplicate to the Contracting Authority no later than five calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 and 3.3.2 above.
- 3.6.2 Where the signed Services Contract, the ICT Acceptable Use Policy and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at clause 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

3.7 Payments

- 3.7.1 Payments to the successful Tenderer for work delivered under the Service Contract awarded pursuant to this RFT will be made on the satisfactory completion of key deliverables in accordance with an agreed schedule of work. The successful Tenderer shall agree and subsequently comply with acceptance criteria and procedures for the delivery of the required Services. These acceptance criteria will be specified, agreed and delivered as part of the Services Contract. All payments will be made on foot of certified invoice(s) to be furnished to the Department by the Tenderer in respect of services provided during the lifetime of the Services Contract.
- 3.7.2 The Department intends to schedule payments around the submission of invoices in respect of services satisfactorily provided, such invoices to be paid monthly in arrears.

Appendix 1: Requirements and Specifications

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can / will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

Background and Context

It is Government policy that the delivery of public services to individuals that require substantial assurance of identity will be facilitated via the SAFE registration process. This may result in the provision of a Public Services Card.

SAFE is based primarily on a face-to-face identity registration process that involves the verification of identity data already held by the contracting authority through documentary and database checks, the capture of an individual's photograph and signature and facial image matching. Successful registration leads to the issue of a PSC incorporating the captured photograph and signature.

SAFE registration takes place in over 100 locations nationwide and over 3 million Public Services Cards have issued up to the end of 2017. Over 74% of the adult population in the state are already SAFE registered.

Further information in relation to the SAFE registration process can be found on the Department of Employment Affairs and Social Protection's website.

http://www.welfare.ie/en/downloads/DEASP_Comprehensive_Guide_to_SAFE_Registration_and_the_PSC.pdf

- (a)** The Department requires this project to be undertaken for the continued production, personalisation and distribution of the Public Services Card.
- (b)** The Department proposes implementing a draw-down contract without volume or value commitment. Initially, the contract will be for three years from the date of award of contract, with an option of three extensions of one year each. Each extension will be subject to a performance review .
- (c)** It is proposed to implement the draw-down contract as follows:
 - Work done will be based upon fixed unit price, as agreed in the overall contract;
 - Specification for each block of work to be delivered to an agreed level of quality, within the overall draw-down contract, will be agreed between the Department and the successful Tenderer. This specification will include agreed timescale, deliverables and outcomes
 - Tenderer will carry out work in line with the agreed specification;
 - Each block of work will be subject to Quality Assurance.

- (d)** In responding to this RFT, Tenderers must explain how their proposed solution addresses the requirements identified. Details of any additional functionality available in the proposed solution or any planned upgrades currently in development must also be provided. Where a specific requirement cannot be met by the proposed solution, Tenderers must suggest what alternatives, approaches, if any, are available, other than where the provisions of paragraph 1.8 below applies (mandatory requirement). Tenders must include sufficient information to permit the Department to evaluate the Tenderer's understanding of the requirements and their competency to deliver on these.
- (e)** Tenderers must provide an executive summary of their tender, of no more than two pages, providing an overview of its key elements.

1. General Requirements (2.1 of evaluation matrix refers)

- 1.1 The contracting authority invites tenders for the production, personalisation and distribution of the Public Services Card and associated services. The contracting authority requires a fully managed service by the successful Tenderer which:
- (a) will handle requests for the issue of PSC's, (includes manufacture and delivery),
 - (b) will deliver post-issuance card and terminal management.
 - (c) will supply equipment, to be operated by the contracting authority, to unblock PINs/revoke cards. (access for up to 20 people will be required). These will be referred to as access management kits.
 - (d) will provide a maintenance/ quality control structure for dealing with systemic issues, such as card failures, etc.
- 1.2 The PSC will store Public Service identity (PSI) data (supplied by the individual at registration), elements of which will be printed on the card, stored on a chip, and on the magnetic stripe. There are two variants of the PSC, a basic PSC that contains the PSI data and the Free Travel Variant that must contain both the PSI data and the Free Travel entitlement (via a 'PSC-FT' application).
- 1.3 It is the intention of the relevant Irish authorities that over the lifetime of the contract, some PSC-2 cards may be issued with an EU Residence Permit application (PSC-EURP) where required. In such circumstances, PSC-EURP shall be implemented in accordance with COUNCIL REGULATION (EC) No 380/2008. Tenderers are asked to separately quote a price for the development of the PSC-EURP.
- 1.4 The contracting authority is establishing a drawdown facility with no commitment to or guarantee of volume or value. The estimates tabulated below are provided for planning purposes – the actual volumes could be lower or higher. Tenderers must confirm and demonstrate their capacity to produce, personalise and distribute these volume levels in accordance with the specification of requirements set out in this RFT. In this context, estimated volume of PSCs to be produced during the years covered by the proposed period of the contract are -

Demand Source	2019	2020	2021	2022	2023	Total
New PPSN	70,000	70,000	70,000	70,000	70,000	350,000
O18 customers	40,000	40,000	40,000	40,000	40,000	200,000
Renewals due	43,000	207,000	310,000	315,000	490,000	1,365,000
Other agencies	17,000	17,000	17,000	17,000	17,000	85,000
Total	170,000	334,000	437,000	442,000	617,000	2,000,000

included in the RFT). As well as supporting all current requirements, it is expected to have capacity to cater for likely future enterprise enhancements and expansion.

- 1.6 Because of the potential importance of these services to the State, tenderers must ensure that all data and related services provision and operation, including infrastructure management, access and control, and service and subscriber management and support, will be provided on-site in Ireland and that all matters relating to their provision and operation will be subject to the jurisdiction of the Irish Courts.
- 1.7 Tenderers must provide a secure facility within their premises for the personalisation of the PSCs. Only staff that are working on the personalisation of the PSCs should be allowed access to this facility.
- 1.8 Tenderers must comply with all applicable requirements of the Data Protection Legislation.
- 1.9 Technical specifications and guidance for the preparation of a response can be found in Appendix 13, 'Public Services Card-2: Procurement specification' [PSC-PS]. This document refers to the specification of the original PSC (Functional Specification of the Public Services Card) contained in Appendix 14.

Appendix 14 (as amended by PSC-PS) also contains requirements applying to the current procurement.

PSC-PS also refers to detailed design specifications, supplied separately. As specified in PSC-PS, some aspects of those detailed designs are mandatory for the current procurement. In this respect, particular attention is drawn to Section 3.3 of PSC-PS. **If this mandatory requirement is not met, the tenderer's bid will be eliminated from the competition.** Deviations from the non-mandatory aspects of those designed must be justified, as stipulated in Instructions to bidders – technical (Appendix 15).

2. Development, Card Production, Personalisation and Distribution (2.4 of evaluation matrix refers)

2.1 The successful Tenderer will be required to:

- Carry out development work in order to provide the following services
 - Produce cards on request from the contracting authority (either singularly or in batch) to the specification set out in this tender
 - Personalise cards with data supplied by the contracting authority
 - Produce card mailers
 - Personalise card mailers
 - Insert cards into mailers

- Retain photographic proof that the correct card was attached to the correct card mailer (for a set period to be defined by the contracting authority)
- Insert card and mailers into envelopes and seal - industry standard envelopes for smart cards.
- Dispatch the card to the destination specified (the cardholder, the issuing office or a third-party destination) through the Irish postal system.

The successful Tenderer will also be required to provide the facility to securely mail a PIN to a Cardholder via special dedicated envelopes.

- 2.2 Production will include loading the core PSC application, embedding the PSC chip, loading the 'ITS Lite' (refer to DSP Card (PSC) structure and preparation, version 7.26, September 2013 document, attached to RFT) application as required, applying the magnetic stripe along with the printing of DEASP supplied data on the card.
- 2.3 Data for card personalisation will be delivered by the contracting authority electronically. The successful Tenderer must be capable of securely receiving personalised data, via a private network, on a regular basis in electronic format. (3.3 of evaluation matrix refers)
- 2.4 In line with data protection the data used in the card personalisation must be destroyed within a defined period of time, as agreed with the contracting authority, once the PSC has issued. Tenderers must comply with the DEASP's data protection policy.
- 2.5 The contracting authority requires that the cards be delivered as quickly as possible and tenderers will be required to state their best turnaround times for the process.

3. Card Requirements (2.5 of evaluation matrix refers)

- 3.1 Appendix 12 to this document sets out the data that will be transmitted from the Department for inclusion on the card.
- 3.2 The contracting authority will own the originals and the copyright to the card artwork.
- 3.3 The contracting authority will examine proofs/samples finished to specification before delivery and will require a supplier to make any amendments deemed necessary to accord with specification, at no extra cost.
- 3.4 The following are the main aspects of design to which the team are working: A copy of the current PSC images are attached in Appendix 11 for your reference. The proposed PSC design should not have significant variations from the current design. (3.4 of evaluation matrix refers)
 - The card is to immediately be recognisable as a PSC;
 - The design is to take special consideration of the position of the Irish language, all non-personal data items to be printed on the card to be in both English and Irish;
 - The design must ensure that the combination of the photograph and the name are sufficiently prominent;
 - The design is to incorporate 'over-printable' area(s) where the 'Free Travel entitlement' or similar variable data can be securely printed.

3.5 The PSC must have multiple protection mechanisms to prevent and detect tampering with the physical card and its contents. The material used for the PSC must be made secure against forgery by using the following techniques (mandatory security features):

- card bodies shall be UV dull
- a security background pattern designed to be resistant to counterfeit by scanning, printing or copying, using rainbow printing with multicolour security inks and positive and negative guilloche printing. The pattern shall not be composed of the primary colours (CMYK), shall contain complex pattern designs in a minimum of two special colours and shall include micro lettering,
- optical variable elements providing adequate protection against copying and tampering of the photograph,
- laser engraving,
- a kinegram - The current design has a Harp Kinegram. The contracting authority wishes to retain the Harp feature but is open to other similar security mechanisms.
- in the area of the photograph the security design background and photograph should overlap on at least its border (weakening pattern).

The tenderer can suggest other security features, such as;

- colour-shifting inks,
- thermochromic ink,
- custom holograms,
- variable laser images,
- ultraviolet fluorescent ink, visible and transparent,
- iridescent printing,
- digital watermark in the background,
- infrared or phosphorescent pigments,
- tactile characters,
- symbols or patterns.

The current version of the PSC includes the following visible security features, a kinegram, tactile relief, variable optical ink. It also has an infra-red security feature.

3.6 The contracting authority requires that the card be standard 'credit card' size.

3.7 The PSC must comply with best practice on accessibility. For that purpose, the attention of Tenderers is drawn to the guidelines on accessibility drawn up by the National Disability Authority – a copy of which is available from its website <http://accessit.nda.ie/it-accessibility-guidelines/smart-cards>.

3.8 Any user interface must cater for customisation to allow access by staff with disabilities and should conform as far as possible to the World Wide Web Consortium 'Triple A' standards. (See <http://www.w3.org/WAI/WCAG1AAA-Conformance>).

4. Support and Maintenance (2.6 of evaluation matrix refers)

4.1 It is not proposed for the successful tenderer to provide any direct services to the public. The contracting authority seeks to provide an uninterrupted service to its customers and expects the

winning Tenderer to support this objective. The successful Tenderer will be required to provide post implementation technical and user support.

The support contract will cover the following:

- immediate assistance in the event of problems arising during the daily operation of the system by the users;
- support the resolution of defects as prioritised by the Department's Project Manager and
- support the implementation of modifications/enhancements as prioritised by the Department's Project Manager.

4.2 Options must be provided for same day, two day and 5 day Service Level Agreements.

5. Timeframe (2.2 of evaluation matrix refers)

It is intended to award the contract to the successful Tenderer(s) by end of May 2018. The contracting authority requires services to be available on or before six months from the date this contract is signed. Failure to meet this requirement will result in delay payments as per clause F5 in the Contract.

6. Project Management (2.3 of evaluation matrix refers)

The project is to be managed by the Department and a member of the tenderers project team is to be assigned a 'designated' project management role

6.1 Tenderers must include in the tender a timetable showing the proposed timelines for completion of tasks and identifying key milestones. The entire work to be undertaken by the successful Tenderer must be fully completed not later than six months from the date of the signed contract. The Department intends to award the contract, for the services set out in this RFT, in May 2018 .

6.2 The Tenderer must include a detailed Project Plan showing the deliverables to be produced during the project, timescales for their delivery and the resources.

6.3 The project management methodology proposed and procedures for monitoring and controlling the project must also be described.

6.4 The Tenderer must detail their risk management and quality assurance processes.

6.5 The successful tenderer will be required to provide monthly reports on progress against the project plan to the Department's Project Manager/Project Board.

7. The successful Tenderer will be obliged to complete all work and submit it to the Department along with such reports/exercises as may be required according to a schedule as shall be laid down by the Department in consultation with the successful Tenderer.

(2.3 of evaluation matrix refers)

8. Project Board(2.3 of evaluation matrix refers)

The Department has set up a Project Board that has overall responsibility for the management of the project - resources, budgets and schedules and to ensure that business benefits are achieved.

The designated senior manager will report to the Department's Project Manager and to the Project Board

9. Project Manager and Project Team (4.1 of evaluation matrix refers)

Experience and skills of Project Manager, Team Leaders and Project Team should include:

- Experience in project management with a proven record managing multiple project teams;
 - Implementing organisational change to support complex IS solutions interfacing with a wide range of other systems, both internal and external;
 - communication with a wide range of internal and external stakeholders;
 - development and implementation of a training programme for a wide range of business users;
 - management of data clean-up & migration;
 - management of user acceptance testing;
 - other relevant experience
- The Project Manager will have responsibility for all work carried out and for ensuring the quality and timeliness of all deliverables.
 - The Project Manager will provide reports on progress, issues and usage of days under the contract to the Department on a regular basis

10. Personnel (4.1 of evaluation matrix refers)

- 10.1 Tenderers must provide evidence of the calibre of the personnel who will be assigned responsibility for the tasks as identified, including the time input of each individual on the project. This evidence must include details of relevant experience including dates and duration of the individual's assignments.

10.2 Tenderers must note that all personnel proposed are regarded as Key Personnel for the purposes of the Services Contract.

10.3. Tenderers must provide CVs of personnel whom they propose will work on the project. The evaluation team will refer to these CV's in relation to the personnel's experience in implementing card design, production, identification and management systems and public transport applications.

For business personnel, a minimum requirement is that a CV be provided for the following role

- Project Manager

For the technical people, a minimum requirement is that CVs be provided for the following roles:

- Lead technical architect
- Lead information security expert
- Technical development project manager
- Technical development quality assurance manager.

11. Handover Arrangements (2.7 of evaluation matrix refers)

Tenderers are required to specify hand over arrangements of documentation to the Department and for securing the Department's technical/ functional acceptance of their work at appropriate stages.

12. Skills and Knowledge Transfer (2.7 of evaluation matrix refers)

It is the policy of the Department to develop and sustain in-house expertise, insofar as it is practicable and economically advantageous to do so, in order to further its primary business aims of serving its customers in the most effective and efficient manner. The successful Tenderer will, where appropriate, be expected to pass on technical skills and knowledge to the Department's staff. Tenderers must provide proposals and options for skills and knowledge transfer to designated Department staff between 5 and 10 staff including staff with and without IT skills and training. Up to a maximum of five days (in total) may be drawn down for this purpose.

13. Quality Assurance (2.7 of evaluation matrix refers)

The successful Tenderer will be required to manage and operate strict quality assurance controls and procedures for all deliverables throughout the contract. Quality assurance must include procedures for review of deliverables to ensure consistency with the development approach taken to date. Tenderers must set out their approach to meeting this requirement.

14. Risk Management (2.7 of evaluation matrix refers)

The successful Tenderer will be required to propose a risk management strategy which ensures that any risks associated with the delivery of the work under the contract are identified and managed. Tenderers must set out their approach to meeting this requirement.

15. Initiatives to assist SMEs in Public Procurement: D/PER Circular 10/14

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises so that through such relationships they can establish the necessary capacity to participate and contribute to the successful implementation of any contracts, agreements or arrangements that result from this competition and therefore increase their social and economic benefits. (2.7 of evaluation matrix refers)

16. Accessibility

As per section 3.7, tenderers must comply with best practice on accessibility. Tenderers should refer to the guidelines on accessibility drawn up by the National Disability Authority – a copy of which is available from its website <http://accessit.nda.ie/it-accessibility-guidelines/smart-cards>.

17. Official Languages Act 2003 (2.7 of evaluation matrix refers)

The successful Tenderer will be required to comply with the requirements of the Official Languages Act 2003 as it relates to the delivery of the services with the following minimum requirements:

- (a) All application systems are capable of handling Irish language data;
- (b) Customer communications such as information leaflets and posters are produced in both Irish and English;
- (c) Customers who wish to communicate through Irish in matters relating to the Services are facilitated.

18. ICT Acceptable Use Policy (2.7 of evaluation matrix refers)

The use of the Department's ICT network resources (including all electronic communication systems and equipment) is a revocable privilege. By using or accessing the network, the successful Tenderer must comply with the Department's ICT Acceptable Use Policy and other applicable policies, as well as all relevant applicable laws and regulations.

The successful Tenderer(s) will be required to comply with and execute the ICT Acceptable Use Policy set out at Appendix 8.

The successful Tenderer must return the original signed ICT Acceptable Use Policy, as set out in Appendix 8 ("ICT Acceptable Use Policy"), to the Department in accordance with section 3.6 of this RFT. The ICT Acceptable Use Policy must be in the form as set out at Appendix 8 and Tenderers may not amend the ICT Acceptable Use Policy.

Appendix 2: Pricing Schedule

The award of a contract is on the basis of a fixed price. The proposal must state the total fixed price for the required services

2.1. The price to be quoted must be as follows:

- a. The initial cost of system design and development of the Public Services Card
- b. The unit price per card (produced and delivered) net of VAT. For evaluation purposes only the cost of the production and personalisation of two million cards (1.4 million basic PSCs and 0.6 million free travel PSCs) will be used. As per 1.4 of Appendix 1 there will be no guarantee of a minimum volume of cards to be produced during the lifetime of the contract.

This sum must include all costs, e.g. costs of labour (including secretarial services) materials, proofs, samples, art work, logo, transportation and other expenses, overheads, insurances, liaison with all relevant individuals and authorities and all sub-contractors' fees. The unit price should be on a sliding scale based on the number of cards requested e.g. unit price for cards 1 – 100,000, unit price for cards 100,001 to 200,000 etc.

- c. Net unit price for the access management kits, to be operated by the contracting authority, to unblock PINs/revoke cards. (access for up to 20 people will be required). The unit price should be on a sliding scale based, e.g. unit price for kits 1-5, unit price for kits 6 – 10 etc.
- d. Price for the development of the PSC- EURP. See point 1.3 of Appendix 1.
- e. Unit prices for basic PSCs over the volume of 1.4 million and free travel PSC over the volume of 0.6 million.

2.2. Payments under the contract will be payable monthly in arrears in respect of services satisfactorily provided.

Payment will be made in two phases;

Phase one – Development

Phase two – Production and Distribution

2.3. Prices quoted in the tender cannot be increased during the currency of the contract. Similarly, terms and conditions cannot be altered.

Pricing Schedule

				Cost	VAT %	Cost (Inc. VAT)
System development (5.1 of evaluation matrix refers)				€0	%	€0
Unit price per card						
	Vol	Unit Price	Total			
Basic PSC (1.4 million)		€0.00	€0			
		€0.00	€0			
		€0.00	€0			
Free Travel PSC (600,000)		€0.00	€0			
		€0.00	€0			
		€0.00	€0			
Cost of 2 million cards (5.2 of evaluation matrix refers)			€0	€0	%	€0
Postage (Cost not included in evaluation)	2,000,000	€0.00	€0	€0		€0
Access Management Kits	1 - 5 units	€0.00	€0			
	6 -20 units	€0.00	€0			
Total cost of 20 units (5.3 of evaluation matrix refers)			€0	€0	%	€0
PSC-EURP development (5.4 of evaluation matrix refers)				€0	%	€0

Unit prices for cards over the volume of 2 million must also be supplied

	Vol	Unit price
Basic PSC (5.5 of evaluation matrix refers)	1,400,000 +	€0.00
Free Travel PSC (5.6 of evaluation matrix refers)	600,000 +	€0.00

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: The Minister for Employment Affairs & Social Protection

RE: Request for Tenders for the Supply of ~~Error! Reference source not found.~~

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Services Contract, the ICT Acceptable Use Policy and the Confidentiality Agreement and agree, if awarded a Services Contract, to execute the Services Contract at Appendix 6 to the RFT, the Confidentiality Agreement at Appendix 7 to the RFT and the Acceptable Use Policy at Appendix 8 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to supply the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services Contract we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time, commencing from the Tender Deadline, specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.

SIGNED

Company

(Authorised Signatory)
Print name

Address

Date

Appendix 4: European Single Procurement Document (ESPD)

Part I: Information concerning the procurement procedure and the contracting authority

Reference of the relevant notice ⁽¹⁾ published in the *Official Journal of the European Union*:

OJEU S number Click here and insert details, date Click here and insert date, page Click here and insert page

Notice number in the OJ S: Click here and insert notice number

If there is no call for competition in the OJEU, then the contracting authority or contracting entity must fill in the information allowing the procurement procedure to be unequivocally identified:

In case publication of a notice in the *Official Journal of the European Union* is not required, please give other information allowing the procurement procedure to be unequivocally identified (e.g. reference of a publication at national level):

INFORMATION ABOUT THE PROCUREMENT PROCEDURE

This information must be filled in by the Contracting Authority

Identity of the procurer ⁽²⁾	Answer
Name:	Click here and insert details
Which procurement is concerned?	Click here and insert details
Title or short description of the procurement ⁽³⁾ :	Click here and insert details
File reference number attributed by the contracting authority or contracting entity (if applicable) ⁽⁴⁾ :	Click here and insert details

All other information in all sections of the ESPD to be filled in by the economic operator

¹ For contracting authorities: either a prior Information Notice used as a means for calling competition or a Contract Notice

² Information to be copied from Section 1, point I.1, of the relevant notice. In case of joint procurement, please indicate the names of all involved procurers.

³ See points II.1.1 and II.1.3 of the relevant notice

⁴ See point II.1.1 of the relevant notice

Part II: Information concerning the economic operator

A: INFORMATION ABOUT THE ECONOMIC OPERATOR

Identification:	Answer
Name:	Click here and insert details
VAT-number, if applicable : If no VAT-number is applicable, please indicate another national identification number, if required and applicable	Click here and insert details
Postal Address:	Click here and insert details
Contact person or persons ⁽⁵⁾ :	Click here and insert details
Telephone:	Click here and insert details
E-mail:	Click here and insert details
Internet address (web address) (if applicable)	Click here and insert details
General Information:	Answer:
Is the economic operator a Micro, a Small or a Medium-Sized Enterprise ⁽⁶⁾ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Only in case the procurement is reserved ⁽⁷⁾: is the economic operator a sheltered workshop, a 'social business' ⁽⁸⁾ or will it provide for the performance of the contract in the context of sheltered employment programmes?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, What is the corresponding percentage of disabled or disadvantaged workers? If required, please specify which category or categories of disabled or disadvantaged workers the employees concerned belong to?	Click here and insert details
If applicable, is the economic operator registered on an official list of approved economic operators or does it have an equivalent certificate (e.g. under a national	Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/>

⁵ Please repeat the information concerning contact persons as many times as needed.

⁶ Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises, (OJ L 124, 20.5.2003, p36)

This information is required for statistical purposes only

Micro enterprises: enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million.

Small enterprises: an enterprise which employs fewer than 50 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR10 million

Medium enterprises: enterprises which are neither micro nor small and which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50million, and/or an annual balance sheet total not exceeding EUR 43 million.

⁷ See contract notice point III.1.5

⁸ i.e. its main aim is the social and professional integration of disabled or disadvantaged persons.

(pre)qualification system)?	
If yes: Please answer the remaining parts of this Section, Section B and, where relevant, C of this part, complete Part V, where applicable, and, in any case, fill in and sign Part VI.	
(a) Please provide the name of the list or certification and the relevant registration or certification number, if applicable:	Click here and insert details
(b) If the certificate of registration or certification is available electronically, please state:	(web address, issuing authority or body, precise reference of the documentation)
(c) Please state the references on which the registration or certification is based, and, where applicable, the classification obtained in the official list ⁽⁹⁾ :	Click here and insert details
(d) Does the registration or certification cover all of the required selection criteria?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If no: In addition, please complete the missing information in Part IV, Sections A, B, C or D as the case may be ONLY if this is required in the relevant notice or procurement documents; (e) Will the economic operator be able to provide a certificate with regard to the payment of social security contributions and taxes or provide information enabling the contacting authority or contracting entity to obtain it directly by accessing a national database in any Member State that is available free of charge?	Click here and insert details
If the relevant documentation is available electronically, please indicate:	(web address, issuing authority or body, precise reference of the documentation)

Form of Participation:	Answer:
Is the economic operator participating in the procurement procedure together with others ⁽¹⁰⁾ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>

⁹ The references and the classification, if any, are set out on the certification.

¹⁰ Notably as part of a group, consortium, joint venture or similar.

If yes, please ensure that the others concerned provide a separate ESPD form.	
If yes:	
(a) Please indicate the role of the economic operator in the group (leader, responsible for specific tasks.):	Click here and insert details
(b) Please identify the other economic operators participating in the procurement procedure together:	Click here and insert details
(c) Where applicable, name of the participating group:	Click here and insert details
Lots:	Answer:
Where applicable, indication of the lot(s) for which the economic operator wishes to tender:	Click here and insert details

B: INFORMATION ABOUT REPRESENTATIVES OF THE ECONOMIC OPERATOR

Where applicable, please indicate the name(s) and address(es) of the person(s) empowered to represent the economic operator for the purposes of this procurement procedure:

Representation, if any:	Answer:
Full Name:	
Accompanied by the date and place of birth, if required	Click here and insert details
Position/Acting in the capacity of:	Click here and insert details
Postal Address:	Click here and insert details
Telephone:	Click here and insert details
E-mail:	Click here and insert details
If needed, please provide detailed information on the representation (its forms, extent, purpose...):	Click here and insert details

C: INFORMATION ABOUT RELIANCE ON THE CAPACITIES OF OTHER ENTITIES

Reliance:	Answer:
<p>Does the economic operator rely on the capacities of other entities in order to meet the selection criteria for this Competition as set out in part 3.2 of the RFT and the criteria and rules (if any) set out under Part V below?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

If yes, please provide a separate ESPD form setting out the information required under Sections A and B of this Part and Part III for each of the entities concerned, duly filled in and signed by the entities concerned.

Please note that this should also include any technicians or technical bodies, not belonging directly to the economic operator's undertaking, especially those responsible for quality control and, in the case of public works contracts, the technicians or technical bodies upon whom the economic operator can call in order to carry out the work.

Insofar as it is relevant for the specific capacity or capacities on which the economic operator relies, please include the information under Part IV for each of the entities concerned ⁽¹¹⁾.

D. INFORMATION CONCERNING SUBCONTRACTORS ON WHOSE CAPACITY THE ECONOMIC OPERATOR DOES NOT RELY

Subcontracting:	Answer:
<p>Does the economic operator intend to subcontract any share of the contract to third parties?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes and in so far as known, please list the proposed subcontractors Click here and insert details</p>

Please provide the information required under Section A and B of this part *[Delete if not applicable: and Part III]* for each of the subcontractors concerned.

¹¹ E.g. for technical bodies involved in quality control: Part IV, Section C, point 3.

Part III: Exclusion grounds

A: GROUNDS RELATING TO CRIMINAL CONVICTIONS

Article 57 (1) of Directive 2014/24/EU sets out the following reasons for exclusions:

1. Participation in a criminal organisation ⁽¹²⁾;
2. Corruption ⁽¹³⁾;
3. Fraud⁽¹⁴⁾;
4. Terrorist offences or offences linked to terrorist activities ⁽¹⁵⁾;
5. Money laundering or terrorist financing ⁽¹⁶⁾;
6. Child labour and other forms of trafficking in human beings ⁽¹⁷⁾.

Grounds relating to criminal convictions under national provisions implementing the grounds set out in Article 57(1) of the Directive:	Answer:
Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction for one of the reasons listed above, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation)⁽¹⁸⁾:</p>
If yes, please indicate⁽¹⁹⁾:	
(a) Date of conviction, specify which of points 1 to 6 is concerned and the reason(s) for the conviction,	date, point(s), reason(s)
(a) Identify who has been convicted:	Click here and insert details
(b) Insofar as established directly in the conviction:	<p>Click here and insert length of the period of exclusion and the point(s) concerned</p> <p>If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation)⁽²⁰⁾:</p>

¹² As defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42).

¹³ As defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, OJ C 195, 25.6.1997, p. 1, and in Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54). This exclusion ground also includes corruption as defined in the national law of the contracting authority (contracting entity) or the economic operator.

¹⁴ Within the meaning of Article 1 of the Convention of the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48).

¹⁵ As defined in Articles 1 and 3 of Council Framework Decision of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p.3). this exclusion ground also includes inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 3 of that Framework Decision.

¹⁶ As defined in Article 1 of the Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).

¹⁷ As defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15. 4.2011 p. 1).

¹⁸ Please repeat as many times as needed.

¹⁹ Please repeat as many times as needed.

²⁰ Please repeat as many times as needed.

In case of convictions, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion ⁽²¹⁾ ('Self Cleaning')	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please describe the measures taken ⁽²²⁾	Click here and insert details

B: GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS

Payments of taxes or social security contributions:	Answer:	
Has the economic operator met all its obligations relating to the payment of taxes or social security contributions, both in the country in which it is established and in the Member State of the contracting authority if other than the country of establishment?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:	Click here and insert details (web address, issuing authority or body, precise reference of the documentation) ⁽²³⁾ :	
If not, please indicate:	Taxes:	Social Contributions:
(a) Country or Member State concerned	Click here and insert details	Click here and insert details
(b) What is the amount concerned?	Click here and insert details	Click here and insert details
(c) How has this breach of obligations been established:	Click here and insert details	Click here and insert details
(1) Through a judicial or administrative decision		
• Is this decision final and binding?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
• Please indicate the date of conviction or decision.		
• In case of a conviction, insofar as established directly therein, the length of the period of exclusion:	Click here and insert details	Click here and insert details
(2) By other means? Please specify:	If Yes, click here and insert details	If Yes, click here and insert details
(d) Has the economic operator fulfilled its obligations by paying or entering into a binding arrangement with a view to	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

²¹ In accordance with national provisions implementing Article 57(6) of Directive 2014/24/EU.

²² Taking into account the character of the crimes committed (punctual, repeated, systematic....) the explanation should show the adequacy of the measures to taken.

²³ Please repeat as many times as needed

paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines?		
If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:	Click here and insert details (web address, issuing authority or body, precise reference of the documentation) ⁽²⁴⁾ :	

C: GROUNDS RELATING TO INSOLVENCY, CONFLICTS OF INTEREST OR PROFESSIONAL MISCONDUCT ⁽²⁵⁾

Please note that, for the purpose of this procurement, some of the following exclusion grounds may have been defined more precisely, in national law, in the relevant notice or the procurement documents. Thus, national law may for instance provide that the notion of 'grave' professional misconduct' may cover several different forms of conduct.

Information concerning possible insolvency, conflict of interest or professional misconduct	Answer:
	Yes <input type="checkbox"/> No <input type="checkbox"/>
Has the economic operator, to its knowledge, breached its obligations in the fields of environmental, social and labour law ⁽²⁶⁾ ?	<p>If yes, has the economic operator taken measures to demonstrate its reliability despite the existence of these grounds for exclusion ('Self Cleaning')?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If it has, please describe the measures taken: Click here and insert details</p>
Is the economic operator in any of the following situations:	
(a) Bankrupt, or (b) The subject of insolvency or winding-up proceedings, or (c) In an arrangement with creditors, or (d) In any analogous situation arising from a similar procedure under national laws and regulations ⁽²⁷⁾ , or (e) That its assets are being administered by a liquidator or by the court, or (f) That its business activities are suspended?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes: Please provide details:	Click here and insert details

²⁴ Please repeat as many times as needed

²⁵ See Article 57(4) of Directive 2014/24/EU

²⁶ As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

²⁷ See national law, the relevant notice or the procurement documents

Please provide the reasons for being able nevertheless to perform the contract, taking into account the applicable national rules and measures on the continuation of business in those circumstances ⁽²⁸⁾	Click here and insert details
If the relevant documentation is available electronically, please indicate:	Click here and insert details (web address, issuing authority or body, precise reference of the documentation):
Is the economic operator guilty of grave professional misconduct ⁽²⁹⁾? If yes, please provide details	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Click here and insert details
	If yes has the economic operator taken self-cleaning measures? Yes <input type="checkbox"/> No <input type="checkbox"/>
	If it has, please describe the measures taken: Click here and insert details
Has the economic operator entered into agreements with other economic operators aimed at distorting competition? If yes, please provide details:	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Click here and insert details
	If yes has the economic operator taken self-cleaning measures? Yes <input type="checkbox"/> No <input type="checkbox"/>
	If it has, please describe the measures taken: Click here and insert details
Is the economic operator aware of any conflict of interest ⁽³⁰⁾ due to its participation in the procurement procedure? If yes, please provide details	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Click here and insert details
Has the economic operator or an undertaking related to it advised the contracting authority or contracting entity or otherwise been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/>

²⁸ This information need not be given if exclusion of economic operators in one of the cases listed under letter a to f has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

²⁹ Where applicable, see definitions in national law, the relevant notice or the procurement documents.

³⁰ As indicated in national law, the relevant notice or the procurement documents.

If yes, please provide details	Click here and insert details
<p>Has the economic operator experienced that a prior public contract or a prior concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with that prior contract?</p> <p>If yes, please provide details:</p>	<div data-bbox="790 335 1101 374"> Yes <input type="checkbox"/> No <input type="checkbox"/> </div> <div data-bbox="790 483 1117 521">Click here and insert details</div> <div data-bbox="790 532 1316 607"> <p>If yes has the economic operator taken self-cleaning measures?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> </div> <div data-bbox="790 675 1324 714"> <p>If it has, please describe the measures taken:</p> <p>Click here and insert details</p> </div>
<p>Can the economic operator confirm that:</p> <p>(a) It has not been guilty of serious misinterpretation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria,</p> <p>(b) It has not withheld such information,</p> <p>(c) It has been able, without delay, to submit the supporting documents required by a contracting authority or contracting entity, and</p> <p>(d) It has not undertaken to unduly influence the decision making process of the contracting authority or contracting entity, to obtain confidential information that may confer upon it undue advantages in the procurements procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?</p>	<div data-bbox="805 1129 1101 1168"> Yes <input type="checkbox"/> No <input type="checkbox"/> </div>

Part IV: Selection Criteria

Concerning the selection criteria (Section α of this part), the economic operator declares that:

α : GLOBAL INDICATION FOR ALL SELECTION CRITERIA

Meeting all required selection criteria	Answer
It satisfies the required selection criteria for this Competition as set out in part 3.2 of the RFT:	Yes <input type="checkbox"/> No <input type="checkbox"/>

Part V: Reduction of the number of qualified candidates

Not applicable

Part VI: Concluding statements

The undersigned formally declare that the information stated under Parts II – III above is accurate and that it has been set out in full awareness of the consequences of serious misrepresentation.

The undersigned formally declare to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:

- (a) The contracting authority has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge³¹, or*
- (b) As of 18 October 2018 at the latest (³²), the contracting authority or contracting entity already possesses the documentation concerned.*

The undersigned formally consent to [identify the contracting authority as set out in Part 1, Section A], gaining access to documents supporting the information, which has been provided in [identify the Part/Section/Point(s) concerned] of this European Single Procurement Document for the purposes of [identify the procurement procedure: (summary description, reference of publication in the Official Journal of the European Union, reference number)].

Date, place and signature(s):

Signed: (Authorised Signatory)	
Block Capitals:	Click here and insert name
Position:	Click here and insert details
Company:	Click here and insert details
Registered Office:	Click here and insert address
	Click here and insert address
Date:	Click here and insert date

³¹ On condition that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the contracting authority or contracting entity to do so. Where required, this must be accompanied by the relevant consent to such access.

³² Depending on the national implementation of the second subparagraph of Article 59(5) of Directive 2014/24/EU

Appendix 5: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Supply of [Insert types of goods sought]

NAME: _____

ADDRESS: _____

I, _____ *[insert name of Declarant]*, having been duly authorised by _____ *[insert name of entity]* sincerely declare that _____ *[insert name of entity]* itself or any person who has is a member of the administrative, management or supervisory body of _____ *[insert name of entity]* or has powers of representation, decision or control in _____ *[insert name of entity]*:

- (a) Has never been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
- (b) Has never been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or _____ *[insert name of entity]*.
- (c) Has never been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
- (d) Has never been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
- (e) Has never been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
- (f) Has never been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
- (g) Is not in breach of its obligations relating to the payment of taxes or social security contributions.

- (h) Has, in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU.
- (i) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
- (j) Is not guilty of grave professional misconduct.
- (k) Has not entered into agreements with other economic operators aimed at distorting competition.
- (l) Is not aware of any conflict of interest due to its participation in the Competition;
- (m) Has not had any prior involvement in the preparation of the Competition.
- (n) Is not guilty of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
- (o) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information or did not fail to submit supporting documents in respect of this Competition as required under Article 59 of Directive 2014/24/EU.
- (p) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

Name of Declarant in print or block capitals

Declared before me by _____ who is personally known
to _____ me
(or who is identified to me by _____ who is personally known
to _____ me)
at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

Appendix 6: Services Contract

The Minister for Employment Affairs & Social Protection

and

[Insert successful Tenderer's full legal name - to be completed on signing.]

AGREEMENT

Relating to the Supply of ICT Services pursuant to

Request for Tenders for the supply of [Insert types of services sought]

THIS AGREEMENT is made on the

BETWEEN:

MINISTER FOR EMPLOYMENT AFFAIRS AND SOCIAL PROTECTION, (“the Client”);

and

[Contractor's full legal name], of [address] (“the Contractor”)

(each a “Party” and together “the Parties”).

WHEREAS:

- A. By Request for Tender entitled “Insert title of RFT” advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number _____ of _____ dated insert date of RFT (“the RFT”) the Minister for Employment Affairs and Social Protection for the provision of the services described in Appendix 1 to the RFT (the “Services”). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the “RFT Clarifications”). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.
- B. The Contractor submitted a response to the RFT dated [insert date of Tender] (“the Submission”). References to the Submission shall include any clarifications issued by the Contractor in writing to the Contracting Authority between [insert date] and [insert date] (the “Submission Clarifications”). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:
 - i. This Agreement and Schedules A to D attached hereto;
 - ii. The RFT; and
 - iii. The Submission.
2. The Contractor agrees to provide the Services described in Schedule B (“the Services”) to the Client in accordance with this Agreement (“Agreement”). Schedule

B details the nature, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT and the Submission ("the Specification").

3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.
4. For the purposes of this Agreement, the Client's Contact is [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact address.]
5. This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on [insert date], unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

The Client reserves the right to extend the Term for a period or periods of up to one year by serving written notice of such extension at least 30 calendar days with a maximum of 3(three) such extensions permitted subject to its obligations at law.

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.
7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.
8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
9. Any words following the terms "including", "include" "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

SIGNED for and on behalf of the Client

SIGNED for and on behalf of the Contractor

(being a duly authorised officer)

Witness

Witness

Schedule A: Terms and Conditions

1. Contractor's Obligations

- A. The Contractor undertakes to act with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the provision of the Services and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.
- B. In consideration of the payment of the Charges and subject to clause 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, the Client's directions and the terms of this Agreement;
 2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;
 3. comply with all local security and health and safety arrangements as notified to it by the Client; and
 4. provide the Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU. The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.
- C. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this

Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4) above, to the extent that it or they are retained by the Contractor.

- D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Article 57 of EU Directive 2014/24/EU apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.
- E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.
- F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 10.
- G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.
- H. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of

Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the Client under the TUPE Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the TUPE Regulations may be deemed to apply in connection with this Agreement.

2. Key Personnel

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission ("Key Personnel"), assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

3. Payment

- A. Subject to the provisions of this **clause 3** and the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.
- B. Discharge of the Charges is subject to:
 - 1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 10A from time to time;

2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
 3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and
 4. The Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all EU and domestic taxation law and requirements.
- C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.
- D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- E. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- F. The Charges shall be discharged as provided for in this clause subject to the

retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

4. Warranties, Representations and Undertakings

- A. The Contractor acknowledges, warrants, represents and undertakes that:
1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;
 2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;
 3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;
 4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
 5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;
 6. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date] , which confirms that none of the excluding circumstances listed in Article 57 of EU Directive 2014/24/EU apply to the Contractor, remains unchanged;
 7. it owns, has obtained or is able to obtain valid licences, consents, permissions and rights to enable the Contractor to comply with this agreement and to use any of the Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client's use and receipt of the Services, and the Contractor shall not breach the provisions of any such necessary licences, consents, permissions and rights or cause the same to be breached.

8. it retains and shall maintain for the Term insurances for the nature and amount specified in the RFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 4A.8; and
 9. *Not Used*
 10. the Client shall be under no obligation to purchase any minimum number or value of Services.
 11. the Services, any software provided to the Client or support or maintained as part of the Services, whether directly by the Contractor or indirectly by a third party shall be fully compatible and interoperable with any information technology systems operated by or on behalf of the Client or any third party in connection with the Services. ("the Client Systems"); and
 12. The Contractor shall:
 - i) use reasonable endeavours to ensure that it does not introduce into any Client Systems any malware, undocumented malicious data, code , programme or other internal component (such as computer worm, computer time bomb or similar) which could damage, destroy, alter or disrupt any computer programme, firmware or hardware or which could, in any manner reveal, damage, destroy alter or disrupt any data, or other information ("a Virus"); and
 - ii) implement Virus scanners in accordance with good industry practice (updated with the most current virus signatures and datasets) to scan all work product, data or software immediately prior to its introduction to or integration with any Client Systems.
- B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements, representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

5. Remedies

- A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1. The terms of this clause 5A shall survive termination of this Agreement for any reason.
- B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

E.

1. Save in respect of:

- i) fraud (including fraudulent misrepresentation);
- ii) personal injury or death
- iii) any breach of Clause 7

(for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed €27 million regardless of the number of claims..

F. **IMPLEMENTATION PLAN AND EXTENSION OF TIME**

1. The Contractor acknowledges the fundamental requirement for the Client to have the System completed and Ready for Service in accordance with the date as set out in the Implementation Plan and that the Client is wholly reliant upon the Contractor to achieve same.

2. The Contractor shall complete the Services in each stage of the Implementation Plan by the date specified in the Implementation Plan, subject to Clause F.3.

3. The Contractor shall be given an extension of time for completion of any one or more of the stages in the Implementation Plan if one of more of the following events occurs:

(a) a variation to the system is made at the Client's request under the Change Control Procedure; or

(b) a force majeure event occurs as described in Clause 8; or

(c) a delay is caused in whole or in part by an action.

4. If the Contractor is entitled to an extension of time under Clause F.3, it shall give written notice to the Client not later than seven days after the beginning of the

event. Such notice shall specify the event relied on and, in the case of a force majeure event under Clause 8, shall estimate the probable extent of the delay.

5. Without prejudice to any general right to damages under this Agreement, in the event that a key milestone ("Key Milestone") has not been achieved by its relevant milestone date ("Milestone Date"), as identified in the Implementation Plan, and is delayed by more than the Delay Deduction Period for any reason attributable wholly or primarily to the Contractor and/ or any of its Sub-contractors, the Contractor shall pay to the Client the sum of €10,000 per work day, until the relevant Key Milestone has been Achieved, as a Delay Payment (Delay Payment). For the avoidance of doubt, the Client's right to claim a Delay Payment shall not limit any other remedies which may be available to it outside the Delay Deduction Period.

"Delay Deduction Period" means the period of [5 calendar days] days commencing on the relevant key milestone date as identified in the Implementation Plan.

6. Intellectual Property

- A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, moral rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.
- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all reports, data manuals and/or other materials

(including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively “the Materials”) (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely free from all encumbrances.

- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client’s Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and subject to 6D and clause 7, any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents, approvals, permits and/or licences for any software, instrument, modality or methodology contained in or necessary for the Client to enjoy the benefit of the Services are obtained and maintained for the duration of the Term (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services. The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any liability loss damages claims costs or expenses which arise by reason of any infringement or alleged infringement of third party Intellectual Property Rights as a result of the

Client' use or receipt of the Services provided under this Agreement.

At the option of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

- (i) procure the necessary rights for the Client to continue use;
 - (ii) replace the relevant deliverable with a non-infringing equivalent;
 - (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or
 - (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all direct losses thereby accruing to the Client as a result of the breach.
- H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

7. Confidentiality

- A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
- 1. its professional advisers subject to the provisions of this clause 8; or
 - 2. as may be required by law; or
 - 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 7; or
 - 4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
- B. The Contractor undertakes to comply with all reasonable directions of the Client

with regard to the use and application of all and any Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 7 to the RFT ("the Confidentiality Agreement").

The obligations in this clause 7 will not apply to any Confidential Information:

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or
 2. which is or becomes public knowledge other than by breach of this clause; or
 3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or
 4. is lawfully received by the disclosing Party from a third party (with full right to disclose).
- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.
- D. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any Freedom of Information request received.
- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

8. Force Majeure

- A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.
- B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
1. the nature of the Force Majeure Event;
 2. the anticipated delay in the performance of obligations;
 3. the action proposed to minimise the impact of the Force Majeure Event;
- and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- C. If the Force Majeure Event continues for fourteen calendar days either Party may terminate at fourteen calendar days' notice.
- D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

9. Termination

- A. Subject to the provisions of sub-clause 9B, this Agreement may be terminated by the Client, without liability for compensation or damages at any time, by six months written notice to the Contractor. Subject to the provisions of sub-clause 9B, this

Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving twelve months written notice to the Client.

- B. Either Party shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately by serving written notice and without liability for compensation or damages on the happening of any of the following:
1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;

and/or
 2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect.
 3. if there is in the Client's sole view, a change in the direct or indirect ownership or control of the Contractor without the consent of the Client, if the Client believes that its interests pursuant to this Agreement are prejudiced by such change in the ownership or control of the Contractor. The Contractor will notify the Client in writing of any, or any anticipated change in the direct or indirect control or ownership of the Contractor.
- C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately by serving written notice and without liability for compensation or damages in circumstances where the Client becomes aware that any of the exclusion grounds set out in Article 57 of EU Directive 2014/24/EU apply to the Contractor.
- D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

- E. On completion or termination of this Agreement, howsoever arising, the Contractor shall immediately return all Confidential Information, records, papers, materials, media and other property of the Client which is in its possession.
- F. If requested by the Client, the Contractor shall promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

10. Contract Management

- A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.
- B. The Contractor agrees to:
 - 1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;
 - 2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;
 - 3. comply with all reasonable directions of the Client; and
 - 4. comply with the service levels and performance indicators set out in Schedule D.
- C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing

to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

11. Disputes

- A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.
- B. The Dispute shall be referred as soon as practicable to [insert Contractor senior contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting Authority respectively.
- C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator.
- E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.
- F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to

mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

12. Governing Law, Choice of Jurisdiction and Execution

- A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
- B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

13. Notices

- A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- B. All notices shall be deemed to have been served as follows:
 - 1. if personally delivered, at the time of delivery;
 - 2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and
 - 3. if communicated by email, on the next calendar day following transmission.

14. Assignment and Subcontract

Subject to a Party's obligations at law, any assignment to a third party, subcontract or other transfer of a Party's rights or obligations under this Agreement (the "Assignment") requires the prior written consent of the other Party. Prior to any such Assignment, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Assignment not complied with in the manner prescribed herein shall be null and void.

15. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

16. Severability

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

17. Waiver

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

18. Non-exclusivity

Nothing in this Agreement shall preclude the Client from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

19. Media

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client.

20. Conflicts, Registrable Interests and Corrupt Gifts

- A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that it has no conflicts in relation to the Services and its obligations undertaken under this Agreement. The Contractor hereby undertakes to advise the Client forthwith should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof.
- B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and to comply with the

Client's directions in respect thereof, to the satisfaction of the Client. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.

- C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Prevention of Corruption Acts, 1889 to 2005 shall entitle the Client to terminate this Agreement forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

21. Access to Premises

- A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.
- B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Services are being performed for the Client under this Agreement.

22. Equipment

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services ("Equipment").
- B. All Equipment brought onto the Client's premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will

remain the property of the Contractor.

- C. The Contractor shall maintain and store all items of Equipment within the Client's premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
 - i. remove from the Client's premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
 - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

23. Non Solicitation

- A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

24. Change Control Procedure

- A. At any time during the term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.
- C. A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost

required to prepare an impact assessment ("Impact Assessment").

- D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party's Contact.
- E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.
- F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.
- G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

25 Data Protection

Data Protection Legislation: The Data Protection Acts 1998 and 2003, and the General Data Protection Regulation ((EU) 2016/679) (once it is effective) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in Ireland.

25.1 The Contractor will comply with all applicable requirements of the Data Protection Legislation.

25.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Contractor is the data processor (where **Data Controller** and **Data Processor** have the meanings as

defined in the Data Protection Legislation). Schedule B, Part 2 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject, as set out in Schedule B, Part 2.

25.3 Without prejudice to the generality of clause 25.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Contractor for the duration and purposes of this agreement.

25.4 Without prejudice to the generality of clause 25.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this agreement:

(a) process that Personal Data only on the written instructions of the Client unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to process Personal Data (**Applicable Laws**). Where the Contractor is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Contractor shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Contractor from so notifying the Client;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are

obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of Ireland;

(e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Client without undue delay on becoming aware of a Personal Data breach;

(g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for audits by the Client or the Client's designated auditor.

25.5 The Client does not consent to the Provider appointing any third party processor of Personal Data under this agreement.

26 ACCEPTANCE TESTING

1. Prior to the commencement of the Services the Contractor must complete formal testing ("Testing") in accordance with the procedures outlined in [the Client's RFT] to the satisfaction of the Client as same may be further detailed in the in the [Implementation Plan]. Services shall not commence unless and until a formal written instruction has been issued by the Client (the form to be agreed between the parties in the Implementation Plan) and the Contractor so acknowledges and concurs.
2. In the event that the Contractor:
 - i) Fails to pass any stage of Testing with a period as specified by the Client; or
 - ii) Is unable to correct critical defects as identified by the Client within

a period as determined by the Client,
the Client may terminate this Agreement without cause and no compensation or other payment shall be due to the Contractor.

27 AUDIT

- 27.1 The Contractor shall allow the Client and any auditors of or other advisers to the Client to access any of the Contractor's premises, the Contractor's personnel and relevant records as may be reasonably required in order to:
- 27.1.1 fulfil any legally enforceable request by any regulatory body;
 - 27.1.2 undertake verifications of the accuracy of the Charges or identify suspected fraud;
 - 27.1.3 undertake verification that the Services are being provided and all obligations of the Contractor are being performed in accordance with this Agreement;
 - 27.1.4 undertake verification that the Contractor's systems protect the integrity, operation availability, confidentiality and security of the Client's data; or
 - 27.1.5 undertake verification of the Security provisions in Schedule D.
 - 27.1.6 undertake independent verification of performance statistics
- 27.2 The Client shall ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services by the Contractor and that, where possible individual audits are co-ordinated with each other to minimise disruption.
- 27.3 The Contractor shall provide the Client (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 27.5 The Client shall provide at least seven (7) calendar days' notice of its intention to conduct an audit unless such audit is conducted in respect of a

suspected fraud, in which event no notice shall be required.

- 27.6 The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Clause 27.

28 RELEVANT CONSENTS

“Relevant Consents” means all consents, permissions, approvals, authorisations, certificates, licences, permits, exemptions, filings, registrations, notarisations and other matters, official or otherwise which are required (or which would in accordance with prudent industry practice normally be obtained) in connection with the provision of the Services.

- 28.1 The Contractor undertakes to ensure and procure (at its own expense) that all Relevant Consents are and shall remain and be maintained in full force and effect and all conditions thereof are fully complied with. Without prejudice to the generality of the foregoing the Contractor:

28.1.1 undertakes to notify the Client forthwith of any change in status of Relevant Consents;

28.1.2 will identify how such change in status impacts or is likely to impact on the provision of the Services, propose such remedial action as may be required to ensure the continued provision of the Services and comply with all reasonable requirements of the Client;

28.1.3 if required by the Client, confirm the currency and validity of all Relevant Consents in place and compliance by the Contractor of any conditions pertaining thereto.

- 28.2 In the event that any Relevant Consents are not held for any reason including but not limited to revocation, or suspension or expiry of the Relevant Consent, the Client may suspend this Agreement from the date of the revocation, suspension or expiry. In the event that any Relevant Consent is not reinstated within 30 calendar days from the date of suspension, revocation or expiry, the Client may by notice in writing terminate with immediate effect.

Schedule B: Services: The Specification

[Insert when completing contract]

Schedule B: Part 2: Processing, Personal Data and Data Subjects.

1. PROCESSING BY THE PROVIDER

1.1 SCOPE

Data (as set out in Appendix 12 of the RFT) will be sent on a daily basis to the provider for the purpose of personalisation and distribution of the Public Services Card (PSC)

1.2 NATURE

The data will be sent to the provider via a secure electronic transfer as per response to section 2.3 of Appendix 1 of the RFT.

1.3 PURPOSE OF PROCESSING

The purpose of the processing is for the personalisation and distribution of the PSC.

1.4 DURATION OF THE PROCESSING

The processing will happen within an agreed timeframe, as per response to section 1.7 of the Appendix 15 of the RFT, commencing from the date the data is received by the provider. This data will be destroyed in accordance with the response to section 2.4 of Appendix 1 of the RFT.

2. TYPES OF PERSONAL DATA

The personal data items sent to the processor is set out in Appendix 12 of the RFT

3. CATEGORIES OF DATA SUBJECT

The data subject is the person whom the DEASP has requested a PSC.

Schedule C: Charges

Subject to the provisions in clause 3 of this Agreement the Client shall pay the Charges monthly in arrears for the provision of the Services.

[Insert when completing contract]

Schedule D: Security Provisions

INSERT when completing contract]

Appendix 7: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20[year] BETWEEN:

The [Insert name of Contracting Authority], of [insert address] (hereinafter "the Contracting Authority") of the one part;
and

[Contractor's legal name: to be completed on signing.], of [address: to be completed on signing.]
(Hereinafter called "the Contractor") of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert title] (the "RFT") the Contracting Authority invited tenders ("Tenders") for the provision of the services described in Appendix 1 to the RFT (the "Services") ("the Competition"). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) ("the Contract"), certain confidential information (the "Confidential Information") as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to him by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the provision of services under the Contract and all and any information supplied or made available to the Contractor (to include, agents, Subcontractors, customers and suppliers) for the purposes of the Contract(s); and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

- 3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 3.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
 - i to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or
 - ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.
4. The obligations in this Agreement will not apply to any Confidential Information:
 - i in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or
 - ii which is or becomes public knowledge other than by breach of this clause; or
 - iii is independently developed by the Contractor without access to or use of the Confidential Information; or
 - iv is lawfully received from a third party (with full right to disclose).
5. The Contractor undertakes:
 - 5.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts 1988 and 2003 as amended by the General Data Protection Regulations);
 - 5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;
 - 5.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and

- 5.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:
- i Data Protection Acts 1988 and 2003 and
 - ii All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.
6. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Contracting Authority and the Contractor so acknowledges and confirms.
7. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
8. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
9. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

**SIGNED for and on behalf of the Contracting
Authority**

SIGNED for and on behalf of the Contractor

(being a duly authorised officer)

Witness

Witness

Appendix 8: Information & Communication Technology (ICT) Acceptable Use Policy

1. The Department's Acceptable Use Policy (AUP) is a framework document that sets out the standards for use of the organisation's Information & Communication Technology (ICT).
2. The Department's ICT network is provided to support the organisation's business objectives. Any other uses that jeopardise the integrity of the network, the Department's reputation, the privacy or safety of others, or that are otherwise illegal are prohibited.
3. The use of the Department's ICT network resources (including all electronic communication systems and equipment) is a revocable privilege. By using or accessing the network, users agree to comply with this policy and other applicable policies, as well as all relevant applicable laws and regulations. Using and/or accessing the network without proper authorisation is strictly prohibited.
4. General guidelines for acceptable use of the ICT network. Users are expected to:
 - 4.1 Behave responsibly and respect the integrity and the security of the network at all times;
 - 4.2 Behave in a manner consistent with the Department's mission and to comply with all relevant laws, regulations and Departmental policies;
 - 4.3 Be considerate to the needs of other users and to show restraint in the consumption of shared resources;
 - 4.4 Respect the rights and property of others, including intellectual property rights, the right of privacy and confidentiality.
5. The following activities are specifically prohibited:
 - 5.1 Use of the ICT network for private business, commercial or political activities, advertising, unlawful activities or uses that violate other Departmental policies;
 - 5.2 Disruption of or interference with the ICT network, including distribution of chain mail, mass Email or any activities that create or propagate viruses, waste system resources or overload the network with excess data;
 - 5.3 Forging, altering or destroying communications, data or records, unauthorised accessing or intercepting the accounts of others, or intentionally compromising the privacy or security of electronic information on the network;
 - 5.4 Intentionally or negligently revealing passwords or otherwise permitting another to use one's official account(s) or to facilitate unauthorised access to the ICT network;
 - 5.5 The infringement of IPR;
 - 5.6 The use of the ICT network to harass others or to display verbal or visual material that is offensive to others.

6. For its part, the Department will not impose any restraints on, nor make any effort to monitor the content of communications except when required to do so by law or to maintain the security, integrity and availability of the ICT network (including the investigation of any AUP or other Departmental policy infractions). Management will exercise due care and diligence in the implementation of the AUP (and other relevant policies) having regard to its legal obligations and the rights of users.
7. Queries as to what constitutes acceptable and appropriate use should first be referred to the Project Manager and, if necessary, subsequently to the Business Information Security Unit.
8. Appropriate action may be initiated in respect of breaches of the Acceptable Use Policy and other relevant policies.

Issued by: **Business Information Security Unit**

THIS FORM MUST BE SIGNED BY AN AUTHORISED OFFICER OF THE VENDOR

I accept the conditions of the Department's ICT Acceptable Use Policy.

SIGNATURE _____

DATE: _____

NAME _____

TEL: _____

POSITION _____

FAX: _____

COMPANY _____

ADDRESS _____

Appendix 9: Overview of Department's current IT environment and key projects

Department's IT Infrastructure and Development Environment

1. The Department is a major user of Information Technology for the provision of customer services and internal administration. Most of the schemes administered by the Department are computerised and staff typically conducts their daily business using computer facilities. The systems that support the delivery of the Department's services have been custom built. A number of software packages have also been purchased to support functions such as accounts, payroll and human resource management.
2. The Department has now standardised on Microsoft software (operating systems and development tools) for future developments.
3. Systems recently developed in the Department are based on the Microsoft Windows Server operating systems. Microsoft SQL Server databases are generally used with some reliance on Oracle Rdb in older systems. The main programming language used is C#, with some Java code. Systems are built using an agile approach on the Naked Objects object-oriented framework.
4. The common platform for some remaining legacy systems is OpenVMS running on HP VAX and Alpha processors.
5. The Department's data network consists of a core Dublin-based Gigabit Ethernet Metropolitan Area Network (MAN) linking 6 offices together via "dark" fibre. All other WAN offices connect back to the Dublin MAN.
6. The MAN supports all existing protocols [including DEC proprietary protocols]. The WAN supports only TCP/IP. SNMP is used for network management.
7. The Department has deployed Active Directory.

Service Delivery Modernisation (SDM)

8. The Department is engaged in a Service Delivery Modernisation (SDM) programme, which is delivering a high quality, proactive service to customers. The programme is designed to:
 - Respond to customer expectations for a more modern and efficient service;
 - Give priority to better customer service;
 - Facilitate the meeting of commitments to electronic access to public services in the Government's Modernisation Action Plan for the Information Society;
 - Facilitate the integration of public services;
 - Provide for improved efficiency and give better value for money in the use of resources;
 - Improve the working environment for staff;
 - Address inability of existing systems to adapt to meet developing Government requirements.
9. SDM is a multi-annual programme of continuous development involving the redesign of back office systems, business processes, procedures and work practices and the introduction of new organisational structures along with the introduction of new technology and the replacement of legacy computer systems. The new IT systems being delivered as part of this programme are collectively known as the Business Object Model implementation (BOMi).

10. SDM is being implemented in a number of self-contained projects, each of which aims to deliver key business benefits, extend the business object model and, where appropriate, strengthen and enhance the underlying technical architecture.
11. These developments allow the Department to be more agile in responding to changes in Government policies and customer needs. The aim is to have comprehensive service delivery, based around efficient customer centric transaction processing and integration of services, for the benefit of the customer, while also providing a much-improved working environment for staff.
12. When the modernisation programme has been completed, it is envisaged that the BOMi will encompass all schemes and services administered by the Department. It should be noted that while the BOMi will be the primary interface to functionality, not all functionality will be bespoke or developed in-house. Some object responsibilities may be discharged by accessing external services hosted by other applications or in packaged solutions.
13. Further details on the SDM programme, and the projects undertaken as part of the programme, are available on the Department's website at:
<http://www.welfare.ie/EN/AboutUs/Pages/SDMProgramme.aspx>

Naked Object Architecture (NOA)

15. The Department has implemented a Naked Object Architecture (NOA) through which it expects to significantly increase its organisational agility in terms of its ability to cope with change both at macro and micro levels i.e. its ability to adopt new schemes in accordance with Government policy and its ability to change and adapt existing schemes and applications. Organisational agility includes strategic, technical and operational agility.
16. The Business Object Model is implemented using NOA principles. Everything relating to the business is represented by an "object" (e.g. customer). A class definition identifies the information associated with it (e.g. name, address) along with the functions and operations that apply to it (e.g. adding a new scheme for a customer).
17. Users interact directly with these core business objects. The Department believes that this approach not only results in a more natural user interface, but it is also critical to the achievement of the micro-level agility referred to above.
18. The Department has implemented the Naked Object Architecture in a modern, multi-tiered, client/server architecture, which achieves the clean separation of the front-end, business logic and data layers. Further information on Naked Objects is available at www.nakedobjects.org.

Appendix 10: Other background information specific to this RFT

Background

SAFE registration is a standard used by public bodies to establish and verify a person's identity so that it can be sure that –

- a) the person using its service is the person they claim to be,
- b) that nobody else is using that person's identity for the purpose of claiming a payment or service,
- c) that the person is not claiming another payment or using another service under a different identity

and in addition,

- d) to minimise the requirement for people to provide the same identity information over and over again when accessing different services

The acronym SAFE stands for 'Standard Authentication Framework Environment'. It is a standard for establishing and verifying an individual's identity for the purposes of accessing public services which was agreed by the Government in 2005. The Public Services Card (PSC) is the physical token that a person has been SAFE registered.

A MyGovID account is also a token of SAFE registration. MyGovID is a secure online account for accessing public services. The process for registering and using a MyGovID account proves in the online environment that the person has had their identity verified to the SAFE 2 standard. By using what is known as two factor authentication linked to the SAFE registration process MyGovID assures the privacy and security of online services.

In 2005, the Government approved the use of the Public Service Card (PSC) for all existing card-based schemes and new schemes over time and where this is not possible (for operational or legal reasons), approved compulsory compliance with relevant aspects of the SAFE standard in the development of such token-based schemes. The Government decided in 2013 that the PSC should be used for all appropriate Government services by 2016. The impetus behind these decisions was the desire to provide a major piece of public service infrastructure that could be leveraged by all public bodies.

The card has been in production since 2012 and, to date, over 3 million PSCs have been issued

The future rollout of services requiring the SAFE standard have been set out in Appendix B of the eGovernment Strategy 2017 – 2020. A link to this strategy is at <http://egovstrategy.gov.ie/wp-content/uploads/2017/07/eGovernment-Strategy-2017-2020.pdf>

Further detailed information on all aspects of SAFE Registration, the PSC and MyGovID is available in the Department's Comprehensive Guide to SAFE registration and the Public Services Card at – http://www.welfare.ie/en/downloads/DEASP_Comprehensive_Guide_to_SAFE_Registration_and_the_PSC.pdf

Appendix 11: Images of the current Public Services Card

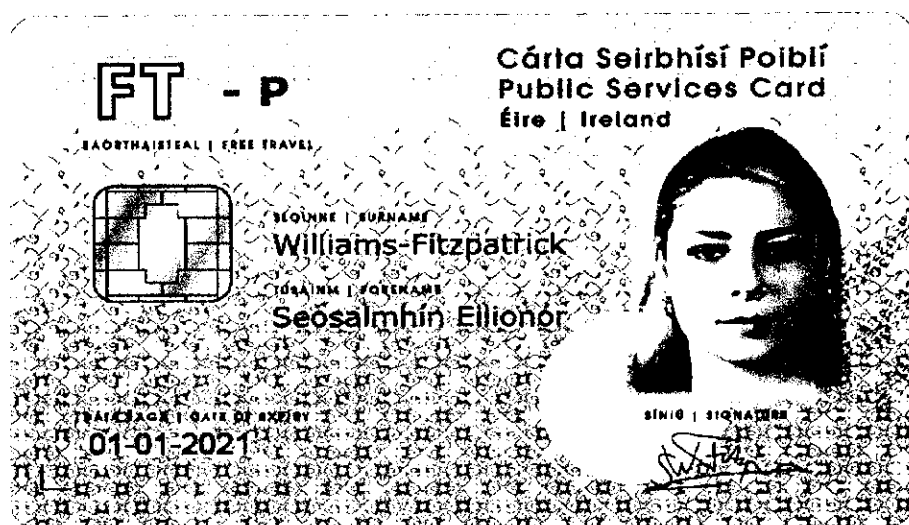
Basis PSC



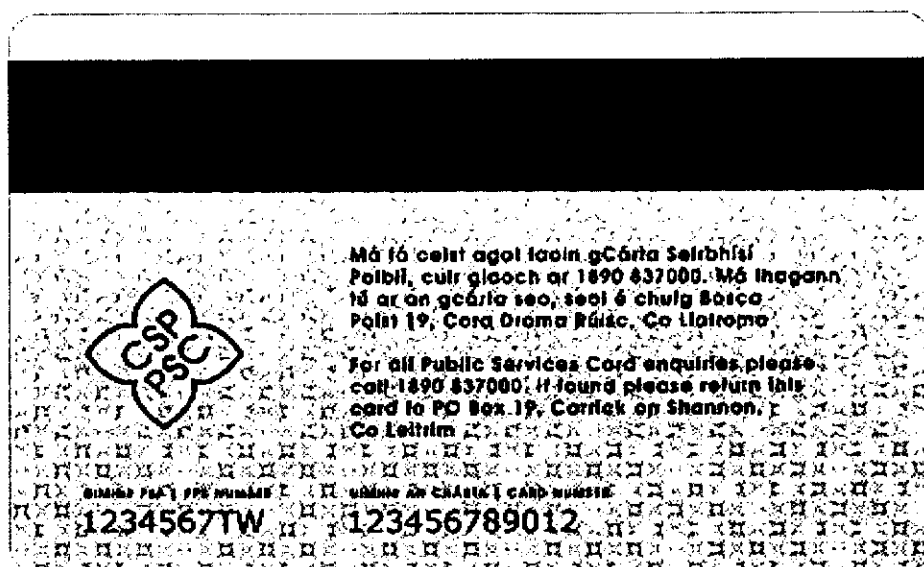
Under 18 Basic PSC



Free Travel PSC (this card must display Under 18 if the customer is under 18 years of age)



Back of PSC



Appendix 12: Data to be sent to the Bureau in order to produce a PSC

Data Item	Description
Title	Title for for usage in Card mailer and PIN Mailer Unicode/ASCII
Suffix	Suffix for usage in Card mailer and PIN Mailer Unicode/ASCII
PPS No	PSN definition is 7 digits followed by two characters. The last 2 characters can contain the letters W, A, B, C or space.
Given name	Given name Unicode/ASCII
Surname	Surname Unicode/ASCII
Addressee name	Distribution addressee name Unicode/ASCII
Distribution Address Line 1	Address where the card will be sent.
Distribution Address Line 2	Do
Distribution Address Line 3	Do.
Distribution County	Do.
Distribution Country	Do.
Distribution Postal Code	
Pin Mailer Address Line 1	The address of the PIN Mailer.
Pin Mailer Address Line 2	
Pin Mailer Address Line 3	
Pin Mailer County	
Pin Mailer Country	
Pin Mailer Postal code	
Sex	Sex of the individual issued with the card F for Female M for male

Date of Birth	Date of birth of the individual issued with the card YYYY-MM-DD
Date of Birth- publish flag	Y/N indicator to display DOB on PSC
Mother's Birth Surname	Mother's Birth Surname Unicode/ASCII
Birth surname	Birth surname Unicode/ASCII
Scanned Signature	The scan of the hand written signature has the following parameters: <ul style="list-style-type: none"> * PNG file format (to prevent JPEG artefacts) * Resolution 300 DPI * 8 bits greyscale (256 values) * Sizes: Height=310 pixels, width=820 pixels
Card Request Number	Unique PSC Card request issue number, generated by the Card issuer Unique over PSC Card life-cycle period May be an incremental value
PSC Expiry Date	PSC expiry date YYYY-MM-DD

Free Travel Expiry Date	YYYY-MM-DD
-------------------------	------------

Priority Indicator	Production priority "Regular" "Express"
Visual Differentiator	The optional visual differentiator 2 indicates "U-18"
Free Travel Ticket Type	Free Travel Free Travel with companion Free Travel with spouse
Magstripe Data	PPSN Name

Administration data items

Message type	PSC Production Request
Message version	Version number
Sender	CM-CARD-REQ = Issuer's PSC Card Manager with sub role PSC requestor
Recipient	PERSO-AGENT = Personalisation Agent or Bureau
Message creation time	Message creation date and time
Message entry counter	Number of production requests entries included in the message

Appendix 15: Instructions to bidders (technical)

1.1 General

Bids should contain the information requested below, referenced by the heading and numbering scheme used here.

1.2 System Architecture (1.1 of evaluation matrix refers)

Tenders shall contain a comprehensive System Architecture definition that demonstrably meets the requirements enumerated in [PSC-PS].

The System Architecture shall contain, at minimum:

A precise definition of all hardware components, including:

- 1.1. The microprocessor to be embedded within the PSC-2 card
 - 1.1.1. Identification of any and all operating and application software to be embedded in the microprocessor at time of manufacture
 - 1.1.2. The programmable memory available for applications and data
- 1.2. Identification and description of all equipment required to personalise PSC-2s according to instructions received from DEASP, including:
 - 1.2.1. Personalisation machines
 - 1.2.2. Inspection equipment
 - 1.2.3. PIN mailers
 - 1.2.4. Cryptographic security devices (e.g. Hardware Security Modules)
 - 1.2.5. General purpose computers
 - 1.2.6. Networking facilities
- 1.3. Identification and description of all equipment required to support online authentication and post-issuance management of PSC-2s (3.1 of evaluation matrix refers), including:
 - 1.3.1. General purpose computers
 - 1.3.2. Cryptographic security devices (e.g. Hardware Security Modules)
 - 1.3.3. Networking facilities
- 1.4. Identification of description of all equipment constituting the Operational Terminals, (3.2 of evaluation matrix refers), including:
 - 1.4.1. Make and model of computer
 - 1.4.2. Make and model of card reader
 - 1.4.3. Cryptographic security devices (e.g. Hardware Security Modules) required to support authentication of terminals to central systems.

2. The designation of operating system software for hardware components.
3. A description of all application software.
 - 3.1. Pre-existing products (whether the tenderer's own or licensed) shall be identified; for example, this might include database management software.
 - 3.2. The nature of any customisation required for pre-existing products shall be described.
 - 3.3. Software modules that will be developed as part of the delivery shall be identified.
4. All external and internal interfaces between components shall be identified and described.
 - 4.1. The Open Systems Interconnection (OSI) Basic Reference Model shall be used to characterise each interface.
 - 4.2. All protocols used at all levels of the OSI model stack shall be identified.
5. A Data Model shall be provided showing entities, attributes and relationships for all business-relevant information expressed by, or derivable from, the requirements.
 - 5.1. For each entity in the model, the hardware, software and interface components responsible for creating, storing, modifying, transmitting and deleting the entity shall be identified.
6. A complete description of the security architecture (covering the PSC-2 and all supporting systems) including:
 - 6.1. All measures undertaken to protect Personally Identifiable Information and other sensitive business data
 - 6.2. All measures undertaken to authenticate individuals and end-points
 - 6.3. All measures undertaken to protect the confidentiality and integrity of data in transit
 - 6.4. All cryptographic algorithms used to support the above measures
 - 6.5. All cryptographic keys, including:
 - 6.5.1. Key length and lifetime
 - 6.5.2. The intended usage of each key
 - 6.5.3. The relationship between keys
 - 6.5.4. The location of key generation, usage and destruction
 - 6.5.5. Methods of key distribution
 - 6.5.6. Arrangements for standby operation and backup
 - 6.6. Characteristics, usage and management of all cryptographic security devices (for example, Hardware Security Modules and smart cards).

1.3 Compliance and applicability (1.2 of evaluation matrix refers)

The tender shall contain:

1. A compliance matrix. For each identified requirement of DEASP, the set of components from the system architecture which combine to meet the requirement. Each DEASP requirement in the table shall contain references to identified paragraphs in [FS-PSC] and [PSC-PS] and quoted text.
2. An applicability matrix. For each component in the system architecture, the set of DEASP requirements which it helps to meet, by reference to [FS-PSC] and [PSC-PS].

1.4 Deviations (3.1 of evaluation matrix refers),

Any and all deviations to the existing PSC-1 system design shall be detailed, with reference to [PSC-AUTH], [CTMS], [IA], [IB], [IC], [ID], [IE], [IF], [IG1] and [IG2].

1.5 Plan (1.3 of evaluation matrix refers)

Tenders shall contain a plan, indicating the sequencing, dependencies and timescales for the design, development, testing and deployment of the PSC-2 and all supporting systems. DSP expects to review and agree detailed designs and test plans, and to participate in factory and site acceptance tests, which must be indicated in the plan.

1.6 Methodologies and Quality Assurance (1.4 of evaluation matrix refers)

Tenders shall indicate the design and development methods and tools to be used in the construction of the system. Standards to be applied throughout the development lifecycle shall be described.

1.7 Capacity and Business Continuity (1.5 of evaluation matrix refers)

Tenders shall indicate:

1. The elapsed time between receipt of a card production order from DEASP and despatch from the personalisation centre; and subsequent delivery to any residential address in Ireland.
2. the number of cards that their intended system can produce per day.
3. the means by which peaks in demand could be met (for example, if there were a need to withdraw and replace PSCs).
4. arrangements for disaster recovery in the event of interruption at the card personalisation site and online authorisation site.

REFERENCES

References

Abbreviation	Title
PSC-PS	Public Services Card–2 : Procurement specification
FS-PSC	Functional Specification, Public Services Card. Version 1.3, 18 May 2007
PSC-AUTH	ISO 7816-15 card layout of PSC-AUTH application, v2.0 Final, 15 July 2011
PSC-FT	DEASP Card (PSC) Structure and Preparation, Version 7.26, September 2013
380/2008	Council Regulation (EC) No 380/2008, 18 April 2008
CTMS	IRS PSC CTMS – Generic, v1.0, 13 July 2011
IA	PSC IRS interface A, v1.1, 17 June 2011
IB	PSC CTMS interface B IRS, v1.0, 13 July 2011
IC	PSC CTMS interface C IRS, v1.0, 13 July 2011
ID	PSC CTMS interface D IRS, v1.0, 13 July 2011
IE	PSC CTMS interface E IRS, v1.0, 13 July 2011
IF	PSC CTMS interface F IRS, v1.1, 13 July 2011
IG1	PSC CTMS interface G1 IRS, v1.0, 13 July 2011
IG2	PSC CTMS interface G2 IRS, v1.0, 13 July 2011

END OF DOCUMENT

Appendix 16: Evaluation Matrix

Selection Criteria				
1		Economic and Financial Standing		(Pass or Fail)
2		Technical and Professional Ability		(Pass or Fail)
Award Criteria			Minimum mark required	Marks available
1		Suitability and Quality of the proposed solution in meeting the technical requirements; 20%	150	200
	1.1	Tenderers must demonstrate a comprehensive system architecture to meet the requirements enumerated in PSC-PS. See 1.2 of Appendix 15: Instructions to bidders (technical)	45	60
	1.2	Tenderers must provide a compliance matrix and an applicability matrix. See 1.3 of Appendix 15: Instructions to bidders (technical)	45	60
	1.3	Tenderers must provide a plan as per 1.5 of Appendix 15: Instructions to bidders (technical).	30	40
	1.4	Tenderers must provide details on methodologies and quality assurance techniques being used. See 1.6 of Appendix 15: Instructions to bidders (technical)	15	20
	1.5	Tenderers must demonstrate capacity and business continuity plans. See 1.7 of Appendix 15: Instructions to bidders (technical)	15	20
2		Suitability and Quality of the proposed solution in meeting the business requirements; 20%	150	200
	2.1	Tenderers must demonstrate how they will meet the general requirements as set out in section 1 of Appendix 1: Requirements and Specifications.	30	40

	2.2	Tenderers must demonstrate how they will meet the timeframe for completion of the project section as set out in section 5 of Appendix 1: Requirements and Specifications.	16	20
	2.3	Tenderers must demonstrate how they will manage the project as set out in sections 6, 7 and 8 of Appendix 1: Requirements and Specifications.	15	20
	2.4	Tenderers must demonstrate how they will meet the development, card production, personalisation and distribution requirements as set out in section 2 of Appendix 1: Requirements and Specifications.	34	45
	2.5	Tenderers must demonstrate how they will meet the card requirements as set out in section 3 of Appendix 1: Requirements and Specifications.	34	45
	2.6	Tenderers must demonstrate how they will meet the support and maintenance requirements as set out in section 4 of Appendix 1: Requirements and Specifications.	15	20
	2.7	Tenderers must demonstrate how they will meet the requirements as set out in sections 11 to 18 of Appendix 1: Requirements and Specifications.	6	10
3		Ease of integration with our current data infrastructure, both business and technical; 10%	70	100
	3.1	Tenderers must demonstrate how they will support online authentication and post-issuance management of PSC-2s. See 1.3 of section 1.2 of Appendix 15: Instructions to bidders (technical)	25	30
	3.2	Tenderers must demonstrate their proposed operational terminals solution. See 1.4 of section 1.2 of Appendix 15: Instructions to bidders (technical)	25	30
	3.3	Tenderers must demonstrate their solution to the secure transfer of personalised data. See 2.3 of Appendix 1: Requirements and Specifications.	10	20

	3.4	Tenderers must demonstrate the proposed design for the PSC. See 3.4 of Appendix 1: Requirements and Specifications.	10	20
4		Qualification and experience of key personnel assigned, to the bid, in implementing card design, production, identification and management systems and public transport applications	150	200
	4.1	Tenderers must demonstrate the management and technical experience of the key personnel being assigned to the bid as set out in sections 9 and 10 of Appendix 1: Requirements and Specifications.	150	200
5		Overall cost of the proposed project; 30%	NA	300
	5.1	Cost of system development per pricing schedule (Appendix 2)	NA	40
	5.2	Cost of 2 million cards per pricing schedule (Appendix 2)	NA	200
	5.3	Cost of Access Management kits per pricing schedule (Appendix 2)	NA	10
	5.4	Cost of PSC-EURP development per pricing schedule (Appendix 2)	NA	10
	5.5	Unit price of basic PSC over 1.4 million per pricing schedule (Appendix 2)	NA	20
	5.6	Unit price of Free Travel PSC over 600,000 per pricing schedule (Appendix 2)	NA	20
		TOTAL SCORE		1000

3



An Roinn Gnóthaí Fostaíochta
agus Coimirce Sóisialaí
Department of Employment Affairs
and Social Protection

Temporary change to the Public Services Card (PSC)

Introduction

A new version of the PSC is due to be introduced in quarter 4 2018. In the meantime and on a temporary basis all Basic PSCs **requested after the 16 of August 2018**, will not contain a visible contact chip.

Note: Free Travel PSCs are **NOT** affected and will continue to issue with the visible contact chip.

Change to the Basic PSC

The basic PSC with effect from the above date will look as follows;



Cárta Seirbhísí Poiblí
Public Services Card
Éire | Ireland



SLOINNE | SURNAME

Williams-Fitzpatrick

TÚSAINM | FORENAME

Seosaimhín Eilionór



DÁTA ÉAGA | DATE OF EXPIRY

01-01-2025

SÍNÍÚ | SIGNATURE

Change – PSC logo has been inserted where the contact chip used to be visible.



Má tá ceist agat faoin gCárta Seirbhísí
Poiblí, cuir glaoch ar 1890 837000. Má thagann
tú ar an gcárta seo, seol é chuig Bosca
Poist 19, Cora Droma Rúisc, Co Liatroma

For all Public Services Card enquiries please
call 1890 837000. If found please return this
card to PO Box 19, Carrick on Shannon,
Co Leitrim

UIMHIR PSP | PPS NUMBER

1234567TW

UIMHIR AN CHÁRTA | CARD NUMBER

123456789012

Change – The MyGovID logo has been inserted where the PSC logo was visible.

Notification to customers

Customers will be informed via the card carrier that the PSC does not contain their data electronically and that the PSC will be replaced if and when it is required.



Client Identity Services



4

Change to the Public Services Card

Notification of Staff: Managers should ensure that all staff are fully aware of and understand the contents of this circular

Issuing officer: [REDACTED] Client Identity Services, Carrick on Shannon

Introduction

A new version of the PSC (Free Travel) is due to be introduced with effect from the 16th of May 2019. Similar changes will be made to the basic PSC in late June. Please note that these are **design changes only**.

Current PSC – Front



New PSC - Front



Difference

- The Date of Expiry field has been aligned with the customer's name

Current PSC - Back



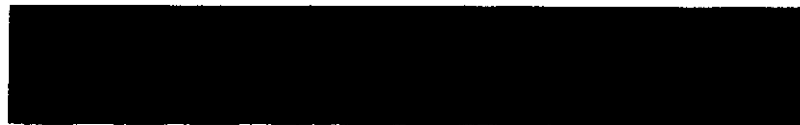
Má tá ceist agat faoin gCárta Seirbhísí
Poiblí, cuir glaoch ar 1890 837000. Má thagann
tú ar an gcárta seo, seol é chuig Bosca
Poist 19, Cora Drama Rúisc, Co Liatroma

For all Public Services Card enquiries please
call 1890 837000. If found please return this
card to PO Box 19, Carrick on Shannon,
Co Leitrim

UIMHÍR PSP | PPS NUMBER
1234567TW

UIMHÍR AN CHÁRTA | CARD NUMBER
123456789012

New PSC - Back



Ma tá ceist agat faoin gCárta Seirbhísí Poiblí, cuir glaoch ar
1890 837000. Má thagann tú ar an gcárta seo, seol é, le do
tholl, chuig Bosca Poist 19, Cora Drama Rúisc, Co. Liatroma.
Is leis an Aire Gnóthaí Fostaíochta agus Coimirce Sóisialaí í
gcóir an cárta seo.

For all Public Services Card enquires please call 1890 837000.
If found please return this card to PO Box 19, Carrick on
Shannon, Co. Leitrim. This card remains the property of the
Minister of Employment Affairs and Social Protection.

UIMHÍR PSP | PPS NUMBER
1234567TW

UIMHÍR AN CHÁRTA | CARD NUMBER | CURC | CAN
123456789012



Differences

- Inclusion of a statement that the card remains the property of the Minister of Employment Affairs and Social Protection
- Realignment of the information fields displayed on the bottom of the card to allow for the display of a Card Access Number (to facilitate the future introduction of electronic signatures) and other data which will be displayed once the necessary legislative provisions have been enacted.